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| BID No: KZNQ15/DSD/2025/26 |
| PROVISION OF PEST CONTROL AND FUMIGATION SERVICES FOR OFFICES UNDER UGU DISTRICT |
| **CONTRACT PERIOD: THIRTY SIX (36) MONTHS**  **CLOSING TIME & DATE:**  **STRICTLY AT 11:00AM ON 19 SEPTEMBER 2025**   |  |  | | --- | --- | | **NAME OF BIDDER:** |  | | **CSD REGISTRATION NUMBER:** |  | |

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS**

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| **SBD1** |

PART A

INVITATION TO BID

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** | | | | | | | | | | |
| BID NUMBER: | **KZNQ15/DSD/2025/26** | | | CLOSING DATE: | | 19 SEPTEMBER 2025 | | | CLOSING TIME: | 11:00AM |
| DESCRIPTION | **PROVISION OF PEST CONTROL AND FUMIGATION SERVICES FOR OFFICES UNDER UGU DISTRICT.** | | | | | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | | | | | | |
| **KZN DEPARTMENT OF SOCIAL DEVELOPMENT** | | | | | | | | | | |
| **208 HOOSEN HAFFEJEE STREET** | | | | | | | | | | |
| **PIETERMARITZBURG** | | | | | | | | | | |
| **3201** | | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | | | | |
| CONTACT PERSON | | | **MR M. ZULU** | | CONTACT PERSON | | | | **MR. S. GOVENDER** | |
| TELEPHONE NUMBER | | | **033 264 5460/ 066 282 3391** | | TELEPHONE NUMBER | | | | **079 523 9394** | |
| FACSIMILE NUMBER | | | **N/A** | | FACSIMILE NUMBER | | | | **N/A** | |
| E-MAIL ADDRESS | | | [**Mdumiseni.zulu@kzndsd.gov.za**](mailto:Mdumiseni.zulu@kzndsd.gov.za) | | E-MAIL ADDRESS | | | | [Sathasiva.govender@kzndsd.gov.za](mailto:Sathasiva.govender@kzndsd.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 | | |
| DEPARTMENTAL SPECIFIC GOALS VERIFICATION CERTIFICATE | | TICK APPLICABLE BOX]  Yes  No | | | CSD REPORT, CIPC REGISTRATION CERTIFICATE, MEDICAL CERTIFICATE (WHERE APPLICABLE) | | | | [TICK APPLICABLE BOX]  Yes  No | |
| ***[A CSD REPORT, CIPC REGISTRATION CERTIFICATE, MEDICAL CERTIFICATE (WHERE APPLICABLE) FOR SERVICE PROVIDER MUST BE SUBMITTED IN ORDER TO QUALIFY FOR POINTS CLAIMED]*** | | | | | | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No  [IF YES ENCLOSE PROOF] | | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | | | Yes No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ] | |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO  IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO  **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | | | | | | | | |

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| --- |
| **SBD1** |

PART B

TERMS AND CONDITIONS FOR BIDDING

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   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.**   3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.   4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 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. 3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za). 4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.” |

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

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

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

DATE: …………………………………………...

**SECTION A**

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

17. Bidder must initial each and every page of the bid document.

**SECTION B**

**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

1. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
2. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION C**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) …………………………………..........................., WHO

REPRESENTS (state name of bidder) …………………………...………..............................................................CSD Registration

Number.................................................

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER’S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

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

**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:** ....................................................

**SECTION D**

**OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.:     THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved : Social Development

Date and Time:

Venue :

Bid Reference No: KZNQ15/DSD/2025/26

Goods/Service/Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

This is to certify that (bidder’s representative name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of (company name) \_\_\_\_­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Visited and inspected the site on \_\_\_/\_\_\_/\_\_\_\_\_\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Bidder or Authorized Representative**

(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**KZN DEPARTMENT OF SOCIAL DEVELOPMENT**

**SIGNATURE OF DEPARTMENTAL REPRESENTATIVE**

(PRINT FULL NAMES)

|  |
| --- |
| **Departmental Stamp With Signature** |
|  |

**SECTION E**

|  |
| --- |
| **SBD 3.1** |

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

**NOTE:** **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|  |  |
| --- | --- |
| Name of bidder……………………………………  Closing Time 11:00AM | Bid number: KZNQ15/DSD/2025/26  Closing date: 19 SEPTEMBER 2025 |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ITEM NO.** | **QUANTITY** | **DESCRIPTION** | **Unit Price** | **Total for each unit** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| **SUB-TOTAL** | | |  | |
| **VAT AT 15%** | | |  | |
| **GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)** | | |  | |

* Required by: ………………………………….

- At: ………………………………….

…………………………………

* Brand and model ………………………………….

* Country of origin ………………………………….

- Does the offer comply with the specification(s)? \*YES/NO

* If not to specification, indicate deviation(s) ………………………………….

* Period required for delivery ………………………………….

\*Delivery: Firm/not firm

* Delivery basis ……………………………………

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**SECTION F**

**SUMMARY FOR BID OPENING PURPOSES ONLY**

|  |
| --- |
| NAME OF BIDDER: ………………………………………………………………………………………………………………  BID NUMBER: **KZNQ15/DSD/2025/26** CLOSING DATE: **19 SEPTEMBER 2025………**CLOSING TIME: **11H00AM**  **SERVICE:** PROVISION OF PEST CONTROL AND FUMIGATION SERVICES FOR OFFICES UNDER UGU DISTRICT FOR A PERIOD OF 36 MONTHS. |

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

1. BID PRICE FOR 36 MONTHS INCLUDING VAT: R………………………….…………………………………………….
2. AMOUNT IN WORDS: ……………..…………………….….……………….………………………………………………..

………………………..…………………………………………….………..…..………………………………………………..

……………………………………………………………………….………..…………………………………………………..

1. TIME FOR COMPLETION/DELIVERY: 36 (thirty-six) months

|  |
| --- |
| ***IMPORTANT*** |
| **Mark appropriate block with “X”** |

1. HAVE ANY ALTERATIONS BEEN MADE? YES / NO
2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? YES / NO
3. ***IF APPLICABLE*:** DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE

INSPECTION?

YES / NO

|  |
| --- |
| **NAME OF BIDDER: SIGNATURE: DATE:**  **.............................................................. ................................................... .......................** |

**Annexure A – UGU DISTRICT**

|  |  |
| --- | --- |
| **OFFICE NAME & ADDRESS** | **SQUARE METER** |
| Gamalakhe Service Office: 618 Ray Nkonyeni Road Gamalakhe | 857 m2 27 Rooms  Include 02 Kitchens |
| Izingolweni Service Office: 27 Main Harding Road Izingolweni | 1691 m2 13 Rooms  Include 01 Kitchen |
| Port Shepstone Service Office: 27 Main Harding Partition Road 41 of Marburg Port Shepstone | 410 m2 16 Rooms  Include 01 Kitchen |
| Umzinto Service Office: Dr, Langalibalele Dube Centre c/o Nelson Mandela Road | 1200 m2 19 Rooms  Include 01 Kitchens |
| Vulamehlo Service Office: P77 Dududu Main Road Vulamehlo | 1850 m2 40 Rooms  Include 01 Kitchens |
| Phungashe Service Office: Ward 4 Next to Boxer Ophepheni | 543 m2 14 Rooms  No Kitchen |
| Umzumbe Service Office: Ward 19 Next to Umzumbe magistrate Court | 490 m2 16 Rooms  Include 02 kitchens |
| Harding/Umuziwabantu Service Office: 06 Musgrave Road Main Road Harding | 953 m2 34 Rooms  Include 01 Kitchens |
| Tolomane Youth Development Centre: Ward 23 next to community hall( Bhobnoyo), Ray Nkonyeni local municipality | 788 m2 25 rooms include 02 Kitchens |

**Annexure B**

**PRICING SCHEDULE**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name of facility** | **Physical Address** | **Square Meter** | **Price per quarter Year 1** | **Price per quarter Year 2** | **Price per quarter year 3** |
| 1 | Gamalakhe Service Office | 618 Ray Nkonyeni Road Gamalakhe | 857 m2 27 Rooms  Include 02 Kitchens |  |  |  |
| 2 | Izingolweni Service Office | 27 Main Harding Road Izingolweni | 1691 m2 13 Rooms  Include 01 Kitchen |  |  |  |
| 3 | Port Shepstone Service Office | 27 Main Harding Partition Road 41 of Marburg Port Shepstone | 410 m2 16 Rooms  Include 01 Kitchen |  |  |  |
| 4 | Umzinto Service Office | Dr, Langalibalele Dube Centre c/o Nelson Mandela Road | 1200 m2 19 Rooms  Include 01 Kitchens |  |  |  |
| 5 | Vulamehlo Service Office | P77 Dududu Main Road Vulamehlo | 1850 m2 40 Rooms  Include 01 Kitchens |  |  |  |
| 6 | Phungashe Service Office | Ward 4 Next to Boxer Ophepheni | 543 m2 14 Rooms  No Kitchen |  |  |  |
| 7 | Umzumbe Service Office | Ward 19 Next to Umzumbe magistrate Court | 490 m2 16 Rooms  Include 02 kitchens |  |  |  |
| 8 | Harding/Umuziwabantu Service Office | 06 Musgrave Road Main Road Harding | 953 m2 34 Rooms  Include 01 Kitchens |  |  |  |
| 9 | Tolomane Youth Development Centre | Ward 23 next to community hall( Bhobnoyo), Ray Nkonyeni local municipality | 788 m2 25 rooms include 02 Kitchens |  |  |  |

|  |
| --- |
| **Year 1,2 and 3** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** |  | **YEAR1** | **YEAR2** | **YEAR3** |
| **1** | **ANNUAL TOTAL (PRICE PER QUARTER X4)** |  |  |  |
| **2** | **OVERHEADS** |  |  |  |
| **3** | **TOTAL OVERHEADS** |  |  |  |
| **4** | **SUB TOTAL (1+3)** |  |  |  |
| **5** | **15% VALUE ADDED TAX** |  |  |  |
| **6** | **ANNUAL TOTAL (4+5)** |  |  |  |
| **7** | **GRAND TOTAL FOR 36 MONTHS** |  |  |  |

**NB: Once summary sheet has been calculated. The total must be calculated for a period of thirty-six months (36). The bidder is requested to transfer the total amount in figures and words to section F.**

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| **SBD 4** |

**SECTION G**

**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.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) 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** |
|  |  |  |
|  |  |  |
|  |  |  |
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|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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**

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**

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In 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 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.

* 1. 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

|  |
| --- |
| **SBD 6.1** |

**SECTION H**

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

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to invitations to tender:

* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  1. **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

1. The applicable preference point system for this tender is the 80/20 preference point system.
   1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
2. Price; and
3. Specific Goals.
   1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | **80** |
| **SPECIFIC GOALS** | **20** |
| **TOTAL POINTS FOR PRICE AND SPECIFIC GOALS** | **100** |

* 1. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
  2. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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

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

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

* 1. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**
     1. **POINTS AWARDED FOR PRICE**

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

1. **POINTS AWARDED FOR SPECIFIC GOALS** 
   1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
   2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
2. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

1. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

|  |  |  |
| --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points**  **allocated**  **(80/20 system)**  **(To be completed by the organ of state)** | **Number of points claimed (80/20 system)**  **(To be completed by the tenderer)** |
| Black Equity Ownership (HDP)  ***African, Coloured and Indian***  ***(100% Ownership)*** | **10** |  |
| HDP Women Equity Ownership  ***Female Ownership (<51% )*** | **6** |  |
| Disability Persons (HDP)  ***Permanent disability*** | **4** |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm…………………………………………………………………….
  2. Company registration number: …………………………………………………………...
  3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[Tick applicable box]

* 1. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
   1. disqualify the person from the tendering process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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;
   4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
   5. forward the matter for criminal prosecution, if deemed necessary.

…………………………………………

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

**SECTION I**

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
3. Bidding documents, *viz*

* Invitation to bid;
* Tax clearance certificate;
* Pricing schedule(s);
* Filled in task directive/proposal;
* Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
* Declaration of interest;
* Declaration of bidder’s past SCM practices;
* Certificate of Independent Bid Determination;
* Special Conditions of Contract;

1. General Conditions of Contract; and
2. Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …………………………….

WITNESSES

1. …….…………………………….
2. ……….………………………….

DATE: ……………………………..

CAPACITY …………………………….

SIGNATURE …………………………….

NAME OF FIRM …………………………….

DATE …………………………….

|  |
| --- |
| **SBD 7.2** |

**SECTION J**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I……………………………………………. in my capacity as……………………...……………………………….. accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

NOT APPLICABLE TO BIDDER

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DESCRIPTION OF**  **SERVICE** | **PRICE (ALL APPLICABLE TAXES INCLUDED)** | **COMPLETION DATE** | **B-BBEE STATUS LEVEL OF CONTRIBUTION** | **MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)** |
|  |  |  |  |  |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

1. ….……………………….
2. …..…………………………….

DATE: ……………………………..

**SECTION K**

**GENERAL CONDITIONS OF CONTRACT**

* + 1. **Definitions**

The following terms shall be interpreted as indicated:

* 1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  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.
  3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  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.
  7. “Day” means calendar day.
  8. “Delivery” means delivery in compliance of the conditions of the contract or order.
  9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  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.
  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.
  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.
  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.
  14. “GCC” means the General Conditions of Contract.
  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.
  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.
  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.
  18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
  19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
  20. “Project site,” where applicable, means the place indicated in bidding documents.
  21. “Purchaser” means the organization purchasing the goods.
  22. “Republic” means the Republic of South Africa.
  23. “SCC” means the Special Conditions of Contract.
  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.
  25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
      1. **Application**
  26. 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.
  27. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
  28. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
      1. **General**
  29. 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.
  30. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
      1. **Standards**
  31. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
      1. **Use of contract documents and information; inspection.**
  32. 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.
  33. 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.
  34. 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.
  35. 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.

1. **Patent rights**
   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.
2. **Performance security**
   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.
   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.
   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:
3. 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
4. a cashier’s or certified cheque
   1. 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.
5. **Inspections, tests and analyses**
   1. All pre-bidding testing will be for the account of the bidder.
   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.
   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.
   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.
   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.
   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.
   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. 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**

* 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.
  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.

1. **Delivery and documents**
   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.
   2. Documents to be submitted by the supplier are specified in SCC.
2. **Insurance**
   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.
3. **Transportation** 
   1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
4. **Incidental Services**
   1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
5. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
6. furnishing of tools required for assembly and/or maintenance of the supplied goods;
7. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
8. 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
9. 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.
   1. 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.
10. **Spare parts**
    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:
11. 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
12. in the event of termination of production of the spare parts:
    1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
13. **Warranty**
    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.
    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.
    3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
    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.
    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.
14. **Payment** 
    1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
    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.
    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.
    4. Payment will be made in Rand unless otherwise stipulated in SCC.
15. **Prices**
    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.
16. **Contract amendments**
    1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
17. **Assignment** 
    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.
18. **Subcontracts**
    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.
19. **Delays in the supplier’s performance**
    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.
    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.
    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.
    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.
    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.
    6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.
20. **Penalties** 
    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.
21. **Termination for default**
    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:
    2. 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;
    3. if the Supplier fails to perform any other obligation(s) under the contract; or
    4. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
    5. 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.
    6. 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.
    7. 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.
    8. 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.
    9. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
    10. the name and address of the supplier and / or person restricted by the purchaser;
    11. the date of commencement of the restriction
    12. the period of restriction; and
    13. the reasons for the restriction.
        1. These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.
    14. 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.
22. **Anti-dumping and countervailing duties and rights**
    1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
23. **Force Majeure**
    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.
    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.
24. **Termination for insolvency**
    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.
25. **Settlement of Disputes**
    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.
    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.
    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.
    4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
    5. Notwithstanding any reference to mediation and/or court proceedings herein,
26. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27. the purchaser shall pay the supplier any monies due the supplier.
28. **Limitation of liability**
    1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
       1. 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
       2. 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**
    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**
    1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. **Notices** 
    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
    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**
    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.
    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.
    3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. **National Industrial Participation (NIP) Programme**
    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**
    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).
    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.

**SECTION L**

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**INTRODUCTION**

(a) Bidder/s must ensure that they are fully aware of all the Conditions contained in this bid document.

(b) Only bidders that fully meet the specifications shall be considered.

**1. ACCEPTANCE OF BID**

1.1. The Department of Social Development is under no obligation to accept the lowest or any bid.

1.2. The financial standing of bidders and their ability to supply goods or render services may be examined before their bids are considered for acceptance.

**2. AMENDMENT OF CONTRACT**

Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Department of Social Development approval.

**3. CHANGE OF ADDRESS**

Bidders must advise the Department of Social Development Central Supply Chain Management should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

**4. COMPLIANCE WITH SPECIFICATION**

4.1. Offers must comply strictly with the specification. Offers exceeding specification requirements are deemed to comply with the specification.

**5. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER (refer to Annexure A)**

5.1. The bidder must furnish the following details of all current contracts with the department or any other private/public entities.

(i) Date of commencement of contract/s;

(ii) Expiry date/s;

(iii) Value per contract; and

1. Contract details. That is, with whom held, phone number and address/es of the companies.

**6. EXECUTION PLAN**

6.1. The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document. Alternatively, the bidder must submit a properly drafted project execution plan that the company will utilise to successfully execute the contract in terms of manpower, machinery, process, process control, infrastructure, etc.

**NOTE: Failure to submit sufficient information for an assessment to be made may invalidate the entire bid**.

6.2. The Department of Social Development reserves the right to conduct inspections of the premises of the most acceptable bidder. Therefore, premises of the bidder shall be open, at reasonable hours, for inspection by a representative of the Department of Social Development or organisation acting on its behalf.

**7. FIRM PRICES**

7.1. This bid requires that all bid prices offered are firm. If a non-firm bid price is offered then the bidder may be disqualified for not complying with the Conditions of the Bid.

7.2 Only price indicated on Section F will be considered should the prospective bidder qualifies to be assessed on Preferential Price Points System. Failure to calculate price for six months (06) will result in the bidder being automatically disqualified.

**8. INFORMATION REQUIRED FROM BIDDER (please mark as ANNEXURE B)**

Bidders must provide the following particulars about themselves as part of the bid:

8.1. Where they have their Headquarters. Details to be supplied

on company’s

8.2. Where they have their Regional Offices. letterhead.

**9. IRREGULARITIES**

Companies are encouraged to advise the Department of Social Development timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

**10. JOINT VENTURES**

10.1. In terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit individual specific goals verifications for every separate bid.

10.2. Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

10.3. A consolidated preference points claim forms (SBD 6.1) must be submitted by the bidder. The non-submission of a consolidated preference points claim forms (SBD 6.1) by a joint venture will result in preference points not being allocated to such company.

10.4. Each party to a Joint Venture/Consortium must submit SARS tax compliance status pin together with the bid before the closing date and time of bid.

**11. LATE BIDS**

11.1. Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

11.2. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

**12. NOTIFICATION OF AWARD OF BID**

12.1. Notification of the award of bid shall be in writing by a duly authorized official of the Department of Social Development, Central Supply Chain Management. The written acceptance of an offer constitutes a legal and binding contract if no appeals are lodged. The contract circular will be issued by a duly authorized official of the Department of Social Development only.

12.2. The intentions of award of bid will be advertised in the same media as the invitation.

**13. PAYMENT FOR SERVICES**

13.1. A Service Provider shall be paid by the institution concerned, in accordance with the services rendered in terms of service level agreement entered into with the service provider.

13.2. Should a Service Provider indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount.

13.3. Any query concerning the non-payment of accounts will be dealt with in accordance with service level agreement.

**14.** **PRICE INCREASES**

14.1 All bid prices must be firm for the first year of the contract period. PSIRA inflation factor should be used to consider requests for price increases for year 2 and 3.

14.2 The Department of Social Development reserves the right to re-negotiate the price should there be a reduction of price in the market.

**15. PRICE–ONLY OFFER**

15.1. Where only 1 offer is received, the Department of Social Development has to determine whether the price is fair and reasonable.

Proof of reasonableness will be determined in the following sequence:

1. comparison with prices, after discounts, to his/her other normal clients and the relative discount that the State enjoys;

(ii) where this is not possible, profit before tax based on a full statement of relevant costs; and

1. in all cases, comparison with previous bid prices where these are available.

**16. CENTRAL SUPPLIERS DATABASE**

16.1. A bidder submitting an offer must be registered on the Central Suppliers Database. A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.

16.2. Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**17. SPECIAL CONDITIONS OF CONTRACT**

The bid is issued in accordance with the provisions of the Public Financial Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

**18. UNSATISFACTORY PERFORMANCE**

18.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

(i) Before any action is taken, the department shall warn the Service Provider by registered/certified mail that action will be taken in accordance with the contract conditions unless the Service Provider complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Service Provider does not perform satisfactorily despite the warning the institution will:

(a) take action in terms of its delegated powers.

(b) make a recommendation to its Head Office, Central Supply Chain Management for cancellation of the contract concerned.

1. When correspondence is addressed to the Service Provider, reference will be made to the contract number/item number/s and an explanation of the complaint.

**19. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

The validity (binding) period for the bid shall be 90 days from close of bid. However, circumstances may arise whereby this Department may request the bidders to extend the validity (binding) period. Should this occur, the Department will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

**20. VAT**

20.1. Bid prices must be inclusive of VAT, if required to be registered for bid.

20.2. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

(a) The name, address and registration number of the supplier;

(b) the name and address of the recipient;

(c) an individual serialized number and the date upon which the tax invoice is issued;

(d) a description of the goods or services supplied;

(e) the quantity or volume of the goods or services supplied;

(f) either –

1. the value of the supply, the amount of tax charged and the consideration for the supply; or
2. where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

20.3. Bidders who are VAT vendors must provide proof that they are VAT registered.

**NOTE:**

The Department of Social Development reserves the right to verify the veracity of all information submitted.

**21. DAMAGE**

Any damage caused, whether wilfully, accidentally or by negligence by the Service Provider or his/her staff to private or Department’s property must be repaired or replaced at the Service Provider's expense. Any property found damaged by others which could implicate the Service Provider in any way must be reported to the Departmental management before any service commences.

**22. STANDARDS**

In terms of this contract, Service Providers and their employees utilised on the premises of the Department shall at all times during the term of this agreement be registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) and comply with the Private Security Industry Regulations, 2002, which came into operation on 14 February 2002.

Certified copies of the relevant certificates shall be forwarded to the Department before commencement of the agreement.

**23 LAWS TO APPLY**

23.1 The contract shall in all respects be construed in accordance with the Laws of the Republic of South Africa and any differences that may arise between the client and the Service Provider in regard to the contract shall be settled through Arbitration Processes or the Courts of the Republic of South Africa.

23.2 The Service Provider shall comply, but not limited to, with the following relevant legislation:

* + 1. The Compensation for Occupational injuries and diseases Act (Act no 103 of 1993).

23.2.2 The Occupational Health and Safety Act (Act no 85 of 1993). The Service Provider will carry out his obligations, including the appointment of officials, in accordance with the requirements of this Act.

23.2.3 Should any of the above be amended or replaced, the amendment or replacement should be adhered to.

1. **CODE OF CONDUCT**

24.1 The Department may delegate to any deputy or other person , any of his powers or functions in terms of this agreement and on receiving notice in writing of such delegation the Service Provider shall recognize and obey the delegated person to whom any such powers or functions have been delegated as if he/she were the Department.

24.2 The Service Provider shall exercise adequate supervision over the service at each premise, or shall be represented by a representative having full power and authority on behalf of the Contract Manager.Such representative shall be competent and responsible and shall have adequate experience in carrying out work of a similar nature to the security service provided in terms of this agreement and shall exercise personal supervision.

24.4 The Service Provider shall at all times be responsible and liable for the acts and omissions of his employees providing services to the Department in terms of this agreement while they are acting within the course and scope of their duties and employment even when not on the premises of the Department.

**25. CONFIDENTIALITY**

25.1 The Service Provider must ensure that the Department’s interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the Service Provider during the course of the contract must be kept in strict confidence and may not be used without the written permission of the Department.

25.2 Training shall be provided to the Service Provider’s personnel by Service Provider before the commencement date to ensure that the personnel will immediately be qualified to perform their services to the level of professional efficiency required by the Department.

**26. DISCIPLINARY MEASURES**

* 1. A breach of discipline or any negligence of duty on the part of a member of the fumigation personnel provided by the Fumigation Service Provider in terms of this agreement shall be dealt with immediately by the Service Provider’s management.

26.2 The Service Provider shall notify the Department, in writing, of any such breach, failure or negligence that takes place by any personnel of the Service Provider.

* 1. The Service Provider shall notify the Department in writing of the outcome of any such disciplinary proceedings.

26.4 Should the Service Provider decide not to take disciplinary steps against a member of his personnel, the reason therefore shall forthwith be conveyed in writing to the Department.

26.5 In the event of the Department not being satisfied by the performance of any member of the Service Provider’s personnel in terms of this agreement the Department shall notify the Service Provider in writing thereof. The Service Provider shall forthwith remove the abovementioned personnel from any duties related to this contract and replace such cleaner with a suitably trained cleaner.

26.6 The personnel of the Service Provider who are replaced at the Departments request shall thereafter not be used at any other site of the Department without the prior written consent of the employer.

26.7 Fumigation personnel must be in full uniform with identification and in possession of serviceable equipment when posted for duty.

26.8 The Service Provider shall at his/her cost procure, acquire, install, and maintain in good and safe working order all Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Department.

26.9 The Service Provider must draw up and properly and consistently enforce a disciplinary code in respect of all fumigation in its employ and undertakes to, on or before the signing of the Service Level Agreement and provide the Department with certified copies of its current grievance and disciplinary procedures.

26.10 The disciplinary code contemplated above must contain rules which adequately reflect the relevant values and principles as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by fumigation in the circumstances in which they are employed and made available by the Service Provider for the rendering of fumigation services.

**27. INTIMIDATION**

27.1It is the intention of both parties that the personnel provided in terms hereof shall not fail to carry out their duties as a result of any form of intimidation. Should the Service Provider suspect intimidation of personnel, he/she shall take prompt action in conjunction with the Department and the South African Police Service to remedy the situation.

27.2 Such action shall result in an immediate investigation instituted against the personnel involved.

27.3 The Service Provider shall forthwith notify the Department, in writing, of any form of intimidation which their personnel may be subjected to.

**01. INSTRUCTIONS TO THE SERVICE PROVIDER**

All verbal requests by the Department to the Service Provider shall be confirmed in writing by the Service Provider within 24 hours.

**29 REPORTING OF INCIDENTS AND REPORTS**

29.1 All incidents or accidents on the premises or to the property of the Department shall forthwith be immediately reported to Departmental Management.

29.2 A detailed written report of all such incidents shall be presented to the Department within twelve (12) hours after the occurrence of the said incident or accident.

29.3 Salient details of all incidents occurring on the Department’s premises shall be recorded in the occurrence book immediately and the Department must be informed. The pages of the occurrence book shall be numbered consecutively by the Service Provider and no person shall remove any pages for any reason whatsoever.

**30. CESSION OR DELEGATION**

33.1 Neither party shall not cede or delegate any of its right or obligation under this Agreement.

* 1. The Service Provider shall not be allowed to proceed with any of the following matters before the prior written consent of the Department:
     1. any transfer of any amount of shares of the Service Provider;
     2. Any change in the composition of the Service Provider;
     3. Any change in the ownership of the company of the Service Provider; or

33.2.3 Any material change in the constitution, memorandum, articles of association, or similar document providing for the establishment or incorporation of the business or company of the Service Provider.

05. **CANCELLATION**

Any party to this Agreement may cancel this Agreement by giving notice in writing to the other Party not less than 14 (fourteen) days prior to the intended date of cancellation of the Agreement. (Copy from SLA)

**32. REMUNERATION AND ALLOWANCES**

32.1 The Service Provider shall acquaint himself with any relevant wage regulating measure or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of the agreement.

32.2 The Service Provider must provide audited proof that remuneration paid to each of their employees was adjusted by at least the amount by which the statutory wage applicable to each individual employee was increased.

32.3 The Service Provider shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses pension fund contributions, benevolent fund contributions, medical fund contributions and insurance premiums.

32.4 Service Providers are required to comply with promulgated monthly salary.

32.5 Salaries payable by the Service Provider to his personnel shall at no stage be less than those prescribed by the current applicable wage determination in the security industry.

32.6 The Service Provider shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognised authority in respect of the cleaner personnel provided or as a result of the fumigation personnel being provided by the Service Provider in terms of this agreement and shall, on request furnish sufficient documentary proof to the client that these payments have in fact been made.

**36. BREACH**

37.1 In the event of the Service Provider committing a breach of a provision of this agreement and failing to remedy such breach within 24 hours, the Department shall be entitled to immediately cancel the relevant portion of the agreement, or to cancel the whole agreement by notice in writing to the Service Provider.

37.2 If the Service Provider and/or any member of his personnel contravenes or fails to comply with, any part of the conditions of this agreement, which includes the sub clauses hereunder or any other part thereof, it shall be deemed to be a breach of contract.

* + - 1. To report for duty at the time and place as agreed upon from time to by the parties (remedial).
      2. To continue with his/her duties until the time agreed upon.
      3. To comply with the regulations, rules, operating methods and procedures of the Department.
      4. Report on duty.
      5. To wear on duty in terms of this agreement, unless the client should decide otherwise the standard uniform clothing including footwear, in a reasonable state of cleanliness and repair.
      6. To have available when reporting for duty equipment in good working order.
      7. To work shifts or overtime as from time to time agreed to by the parties.
      8. To carry out instructions issued by the Department in pursuance of the regulations, rules, operating methods and procedures.
      9. To report for duty in a sober and alert manner, without being under the influence of alcohol or drugs, or to remain in such sober and alert condition while on duty.
      10. To timeously report incidents or to submit reports as provided for in this agreement.
      11. To timeously complete pocket and/or occurrence books.

37.3 Any of the above shall be immediately reported to the Department by telephone, and as soon as practically possible by facsimile or email and the Service Provider shall take remedial action without delay to the satisfaction of the Department. If any one or more of the failures referred to above are of such a frequency that the fumigation service provided to the employer in terms of this agreement is adversely affected, it shall be dealt with by the Department.

37.4 Should the Service Provider act in conflict with or fail to comply with any statutory provisions, regulations, by-laws, rules or program contemplated in Clause 3.10, which have a bearing on the service provided in terms of this agreement, such action or failure shall be deemed as an immediate breach of agreement.

37.5 Notwithstanding anything contained to the contrary in this agreement, should the Service Provider commit any act of insolvency, assign, surrender or attempt to assign or surrender his estate or allow any default judgment against it to remain unsatisfied for seven (7) days or if the said judgment is not rescinded within fourteen (14) days of the date of the default judgment, or be liquidated or placed under judicial management or be wound up, whether provisionally or finally or make any material incorrect or untrue statement of representation in connection with any information furnished by it in respect of this agreement or the remainder of the bid document then upon the occurrence of any one (1) or more of the aforesaid events, the Department may without prejudice to any other rights he may have, elect to immediately terminate this agreement by written notice to the Service Provider.

1. **LIABILITY**

38.1. The Service Provider shall at all times be liable for the acts and omissions of Its employees providing fumigation services to the Departments in terms of this Agreement and acting within the course and scope of their duties and employment.

* 1. The Departments shall not be responsible for any loss of or damage to any vehicles, equipment or other material used by the Service Provider in respect of the fumigation services provided in terms of this Agreement and used on the premises caused by the Departments or any of its employees acting within the course and scope of their duties and employment.

38.3 The Service Provider hereby indemnifies and holds the Departments harmless against –

* + - 1. any damage to the Department’s property, whether movable or immovable;
      2. loss of property belonging to the Department;
      3. liability in respect of any damage to property, whether movable or immovable, belonging to third parties and on the premises of the Departments; and
      4. Liability in respect of death of, unlawful arrest, injury, illness or disease to any person connected to the rendering of the fumigation services.
  1. The Departments shall not be responsible for any loss of or damage to any vehicle, equipment, or material used in the rendering of fumigation services, loss or damage the proximate cause of which is the negligence of the Service Provider or its employees.
  2. Should a third party institute a claim relating to the fumigation services rendered by the Service Provider in terms of this Agreement against the Departments or any of its employees acting within the course and scope of their duties and employment, the Service Provider shall indemnify the Departments and any of its employees against such a claim and shall hold them harmless against any such claim.
  3. The Service Provider will not be allowed to render any fumigation service to the Departments without such a policy. Failure to provide such a policy will result in the Agreement being terminated.
  4. The Service Provider shall furnish the Department with a copy of the policy cover and a letter from the relevant Insurance Company providing such cover and certifying that the policy is effective.
  5. The policy should be existent before the commencement of this Agreement between the parties and should be for the duration of the Agreement.
  6. The service provider shall -

38.10.1 Ensure that the monthly policy premiums are duly paid;

38.10.2 Submit of proof of such payment to the Coordinating Department; and

38.10.3 Ensure that the policy remains valid for the duration of the agreement and does not lapse.

38.11 The Service Provider remains vicariously liable for all the actions and omissions of its employees acting within the course and scope of their duties and employment, even when on the premises of the Service Provider as employer.

1. **GENERAL**
   1. The Service Provider shall allow his personnel to attend and, if necessary, to testify in, court proceedings, as well as in disciplinary and arbitration proceedings should the Department deem it necessary, provided the Department has notified the Service Provider within a reasonable time before the start of the proceedings that the presence of the Service Provider’s personnel is required by the Department.
   2. Personnel provided by the Service Provider in terms of this agreement shall be in a trained, physically fit and mentally sound condition to perform their duties.
   3. The Service Provider undertakes to make the relevant provisions of this agreement known to all members of the personnel provided in terms hereof as soon as it is practically possible before the commencement of this agreement.
   4. No fumigation personnel provided by the Service Provider shall, comment to the press or any other public communications media upon the business of DEPARTMENTS.
   5. The Service Provider shall notify the Department in writing of any change of address within five (5) days thereof.
   6. The Service Provider shall provide the Department with daily posting sheets immediately when required by the Department.
   7. The personnel provided in terms of this agreement shall report for duty at those points indicated by the Department. These points of reporting may vary from time to time according to the operational requirements of the Department.
   8. The Service Provider shall be responsible for all costs incurred in the transport, deployment and posting of such personnel.
   9. Training, vetting, criminal checks, issuing of uniform and equipment, issuing of Service Provider’s ID cards, standing operating procedures, must be completed ten (10) working days before commencement of the contract.

**40. OTHER**

The Department reserves the right to subject the Service Provider or any of its guards to any investigation without the consent of the Service Provider.

**40.1.** Department will appoint one service provider per Cost Centre

**40.2.** Should the Bidder still meet the minimum requirements in more than one Cost Centre per District Municipality, the bidder will be passed over to apply the principle of fair distribution.

**41. COVID-19 REGULATIONS ACCESS CONTROL PROTOCOLS**

Taking into considering that security officers are not always able to observe social distance due to their nature of their duties, it is recommended that they must comply with the following Covid-19 measures to prevent the spread of virus

* Use of hand sanitizers after dealing with each member of the public.
* Practice regular hand washing with soap and water for at least 20 seconds.
* Use of cloth face masks at all times.
* Use of a face shield at all times (where a glass partition is not in place).
* Use of disinfectant wipes to disinfect equipment and surface e.g temperature reading

All proposals received shall be evaluated on the following:

1. **Specifications:**

Only offers that meet the specification and Special Terms and Conditions in all aspects as stipulated in the bid document shall be considered.

Offers better than specification are considered to be compliant with the specification.

1. **Correctness of information:**

All information required in the bid document must be accurate and duly completed including all the appropriate signatures.

This includes the completion of documentation where required and the submission of required/requested documentation e.g.COIDA, etc.

The Department of Social Development reserves the right to verify all information submitted.

Non-compliance with the above will result in elimination from further evaluation criteria.

1. **Plan to execute the contract:**

The bidder is required to submit proof that he/she has the required plan to execute the contract. In this instance, you may refer to the “Execution Plan” in Annexure B of the bid document.

Commitment to training and capacitation of employees must be displayed.

1. **Preferential Point System:**

The 80/20 and 90/10 Preference Point System will be applicable to this bid and the points will be allocated as follows:

|  |  |
| --- | --- |
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **TOTAL POINTS FOR PRICE AND SPECIFIC GOALS** | 100 |

**46. EQUAL BIDS**

In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**Note:** **Please note non-compliance with the above mentioned information will invalidate the bids proposal received.**

1. **BID APPEAL TRIBUNAL**

**PLEASE NOTE:**

**Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website** [www.tenderbulletin.gov.za](http://www.tenderbulletin.gov.za)**.**

**The address provided for the lodging of appeals is:**

**The Chairperson**

**Bid Appeals Tribunal**

**Private Bag X9082**

**Pietermaritzburg**

**3200**

FAX NO.: (033) 897 4501

**SECTION M**

**AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **(I)**    **CLOSE CORPORATION** | **(II)**  **COMPANIES** | **(III)**    **SOLE PROPRIETOR** | **(IV)**  **PARTNERSHIP** | **(V)**  **CO-OPERATIVE** | **(VI)**  **JOINT VENTURE / CONSORTIUM** | |
|  |  |  |  |  | Incorporated |  |
|  |  |  |  |  | Unincorporated |  |

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as: ............................................................................................................................................................................................. hereby authorise Mr/Mrs/Ms.................................................................................................................................................. acting in the capacity of ......................................................................................................................................................... whose signature is.............................................................................................................................................................

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

|  |  |  |  |
| --- | --- | --- | --- |
| NAME | ADDRESS | SIGNATURE | DATE |
|  |  |  |  |
|  |
|  |  |  |  |
|  |
|  |  |  |  |
|  |

(if the space provided is not enough please list all the director in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Note: Director/s may appoint themselves if they will be the one to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

**SECTION N**

**CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the “Province”) on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

(a) The offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;

(b) This bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;

(c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;

(d) If my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;

(e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

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

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

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

1. I/we firm confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.
2. **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-

1. Recover from the Service Provider all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
2. Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS** ...................................................**DAY OF** ......................................... **20** ............. **AT** ………………….………..……..

**SIGNATURE OF BIDDER OR DULY……………………………………………………………………………………………………..………**

**NAME IN BLOCK LETTERS AUTHORISED REPRESENTATIVE………………………………….………………………………………..**

**ON BEHALF OF (BIDDER’S NAME):** ……............................................................................................................................................

**CAPACITY OF SIGNATORY**: ………………….......................................................................................................................................

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** ……...............................................................................................

**POSTAL ADDRESS**:………………………………………………………………………………………….…………………..………………..

**TELEPHONE NUMBER**: ........................................................................................................................................................................

**FAX NUMBER**: .......................................................................................................................................................................................

**CELLULAR PHONE NUMBER**: …………………………………...............................................................................................................

**E-MAIL ADDRESS**: ………………………………………………………………………………..……………….…........................................

**SECTION O**

**TERMS OF REFERENCE/ SPECIFICATIONS**

**KZNQ15/DSD/2025/26**

**SPECIFICATIONS AND CONDITIONS APPLICABLE TO THE CONTRACT FOR THE PROVISION OF PEST CONTROL AND FUMIGATION SERVICES FOR OFFICES UNDER UGU DISTRICT.**

* + - 1. **OBJECTIVES**

The primary operational objectives are the following:

* 1. The fumigation must be done quarterly in all DSD Offices and or buildings in Ugu District Offices
  2. Pest Control services contract for eradication and the control of pests must include cockroaches, ants, termites, rats, bird-lice, snails, frogs and dust mites and bats
  3. The chemical and/or remedies must not be harmful to human beings.
  4. The chemical and/or remedies must not be harmful to the Departmental Records and should be recommended by National Achieves as well as OHS regulations.
  5. Service Provider and/or pest control operator must be registered with Agri-SETA.
  6. Service Provider must be willing to provide the services as required by the Department of Social Development but must advise on and introduce the latest trends in the pest control industry with the intention to continuously improve service delivery and to ensure that all parties stay abreast of relevant developments in the industry.

1. **BACKGROUND**

2.1. The Department of Social Development seeks to appoint a suitably qualified service provider to provide fumigation services for departmental offices and or buildings in its efforts to ensure the safety of records, staff and clients, as well as compliance to the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947, Pest Control Operator Regulations and Occupational Health and Safety Regulations.

2.2. Department seeks to appoint a service provider that is experienced in the provision of fumigation and pest control services for a period of three years. The nature of pests includes but not limited to cockroaches, ants, rats, mice, termites, bats, fleas and ticks.

2.3. The Service Provider needs to meet the following requirements:

Appropriate educational level 2 South African Qualification Authority (SAQA) qualification, or has successfully passed a relevant skills course, which is accredited by Agricultural Sector Education and Training Authority (AgriSETA) or Sector Education and Training Authority (SETA) or has a minimum level 4 SAQA qualification, which is accredited by relevant SETA in one or more of the following fields:

* Fumigation
* Agriculture and Forestry
* Industrial Vegetation and Noxious Weeds
* Landscape
* Supplemental and /or remedial wood treatment
* Structural
* Any other relevant specialization

1. **EXPECTED OUTPUT AND OUTCOMES**

The fumigation of the offices is to provide safe and secured working environment, to improve the health conditions and to comply with the requirements of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947, Pest Control Operators Regulations and Occupational Health and Safety and the building regulations. The Fumigation plan must cover the following outcomes:

* Common Ants Control
* Mosquito Control
* Cockroach Control
* Rodents
* Snails and frogs
* Bats

**4. SCOPE OF WORK**

The scope of work shall cover both internal and external area (where specified): The Pest Control Services will be required on specified sites covering all common areas, including parking basement, rooftops, water drains, gully and floor traps, swamps, manholes, water chambers, mosquito-breeding areas, a required service of fumigation must cover the following:

* Rendering of pest control services to office buildings quarterly and as and when basis, i.e. carry out inspections and treatments; bring under control any infestation of pesticides.
* Pest Contract should offer innovative pest prevention programme for cockroaches, rodents, booklice bugs, flies, ants, snails or frogs, bats and fumigation of the offices.
* The routine treatment programme should include but not be limited to “pest species” specific and focus on the identification of the pest species followed by specific elimination treatments and maintenance treatment methods.
* Installation of tamper proof bait boxes/stations.
* Service to be provided and delivered timeously by the Service Provider (Inspections and treatments);
* Should the use of insecticides be necessary, the Service Provider should take the form of systematic applications in the form of insecticidal dust, liquid residuals, liquid non-residuals, baits, non-residual insecticidal gas or insecticidal thermal fog, all which will be expertly applied through the various parts of the affected facility.
* All treatment methods, pesticides and pest materials should be in strict compliance with **AgriSETA, SABS and Pest Control Operator regulations.**
* A low odour pesticide to be used.

**4.1. Mosquito Control**

The service provider shall:

4.1.1. Inspect the gardens and should stagnant water be found, take the necessary action such as, abates, or any other methods of prevention of mosquito breeding. The insecticides that may be used should not bear harmful effects on plants.

**4.2. Cockroach Control**

The service provider shall undertake to spray, bait, especially the bin chutes and drainage system servicing

Departmental basement parking.

**4.3. Rodent Control**

The service provider shall:

4.3.1. Identify areas of rodent activities and harbourages.

4.3.2. Inspect the premises, lay baits and establish baiting stations at strategic locations to eliminate rodents.

4.3.3. Supply rodenticide bait, baiting trays and provide advice on rat proofing, if necessary.

**4.4. Common Ants Control**

The Service Provider shall:

4.4.1. conduct inspection and identify areas where ants form sub- colonies within the facility and take the necessary residual treatment on such areas to eradicate and prevent further infestation of ant colonies.

1. **PRE-CONDITIONS**
   1. **SAFETY ARRANGEMENT**
      1. The Service Provider shall observe and comply with all prevailing laws and regulations relating to safety.
      2. The Service Provider shall be responsible for taking all safety precautions to eliminate danger to the occupants, buildings, public and property. Safety Plan to be provided.
      3. During the fumigation process, the Service Provider needs to follow all safety measures and ensure evacuation of occupants from buildings and sites as and when necessary.
      4. The Service Provider shall supply all chemicals, tools, labour and all equipment necessary for the proper execution of pest control services. Chemicals used must comply with requirements of relevant government authorities and be the least toxic and harmless to humans. The Service Provider is to furnish names of all chemicals/insecticides to be used with the authorities’ approval to AgriSETA within 10 days from the award of the contract.

**4.2. RESOURCES AND EQUIPMENT**

4.2.1. The Service Provider shall supply the following items at their own expense for the satisfactory performance:

* + - 1. Chemicals, pest control equipment, tools and any other related accessories needed to execute their work properly.
      2. Sufficient manpower to carry out the work effectively responding to the service required as specified.

1. **MATERIALS AND CHEMICALS FOR PEST CONTROL**

The Service Provider shall supply all chemicals, tools, labour and all equipment necessary for the proper execution of pest control services. Chemicals used must comply with requirements of relevant government authorities and be the least toxic and harmless to humans. The Service Provider is to furnish names of all chemicals/insecticides to be used with the authorities' approval to AgriSETA within 10 days from the award of the contract. Only chemicals approved by AgriSETA allowed for application in the premises. It is also the Contractor’s responsibility that chemical usage does not defer from laws and regulations stipulated by the local government and that are recommended by AgriSETA.

1. **COMPETENCY REQUIREMENTS**

The Service Provider must be registered, with following certificates:

* Agri-SETA accreditation

Such certificate or accreditation must comply with Fertilizer, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947, Pest Control Operators Regulations and Occupational Health and Safety Act 85 of 1993 and Regulations.

* 1. **TIMEFRAMES**

The service provider must indicate timeframes per site (list of offices/sites mentioned under annexure A)

The service provider must render fumigation on a quarterly basis for the period of 36 months.

**UGU DISTRICT OFFICES**

***(SERVICE PROVIDER TO PROVIDE PRICING PER OFFICE/SITE)* UGU DISTRICT OFFICES**

|  |  |  |
| --- | --- | --- |
| **Nos** | **BUILDING AND ITS ADDRESS** | **SQUARE METER** |
| 1 | Gamalakhe Service Office: 618 Ray Nkonyeni Road Gamalakhe | 857 m2 27 Rooms  Include 02 Kitchens |
| 2 | Izingolweni Service Office: 27 Main Harding Road Izingolweni | 1691 m2 13 Rooms  Include 01 Kitchen |
| 3 | Port Shepstone Service Office: 27 Main Harding Partition Road 41 of Marburg Port Shepstone | 410 m2 16 Rooms  Include 01 Kitchen |
| 4 | Umzinto Service Office: Dr, Langalibalele Dube Centre c/o Nelson Mandela Road | 1200 m2 19 Rooms  Include 01 Kitchens |
| 5 | Vulamehlo Service Office: P77 Dududu Main Road Vulamehlo | 1850 m2 40 Rooms  Include 01 Kitchens |
| 6 | Phungashe Service Office: Ward 4 Next to Boxer Ophepheni | 543 m2 14 Rooms  No Kitchen |
| 7 | Umzumbe Service Office: Ward 19 Next to Umzumbe magistrate Court | 490 m2 16 Rooms  Include 02 kitchens |
| 8 | Harding/Umuziwabantu Service Office: 06 Musgrave Road Main Road Harding | 953 m2 34 Rooms  Include 01 Kitchens |
| 9 | Tolomane Youth Development Centre: Ward 23 next to community hall( Bhobnoyo), Ray Nkonyeni local municipality | 788 m2 25 rooms include 02 Kitchens |

**SECTION P**

**EVALUATION CRITERIA**

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2022 will apply in the evaluation and adjudication of this bid (80/20 preferential point system). The KZN Department of Social Development reserves the right not to accept any bid or part of bids as detailed above in “**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**” of the bid.

**Evaluation will be based on the mandatory requirements and point system.**

**Evaluation element Mandatory Requirements**

|  |  |
| --- | --- |
| **Overall Evaluation** | **Points (80/20)** |
| **Price Proposal** | **80** |
| **Departmental Specific Goals** | **20** |
| **Total** | **100** |

The abovementioned evaluation system will only take effect if all the mandatory requirements are achieved. Bidders that do not meet all the mandatory requirements will be disqualified for any further evaluation of their bid.

Bids will be evaluated and adjudicated as follows:

**Phase 1: Minimum Mandatory Requirements for Administrative Compliance**

The Bid Evaluation process will assess compliance with the Minimum Mandatory Requirements for Administrative Compliance as outlined below.

**Bidders who do not comply with the minimum Mandatory Requirements for Administrative Compliance including submission of compulsory documents will be disqualified.**

**The bidder shall ensure that all the required information is furnished; viz:-**

* 1. Invitation to bid (Part A)
  2. Terms and conditions for bidding (Part B)
  3. Summary for bid opening purpose (Section F)
  4. ANNEXURE B – Pricing Schedule
  5. Declaration of Interest (Section G).
  6. Authority to sign a bid (Section M).

**NB: Compulsory Documents to accompany the Bid Document.**

1. Valid letter of good standing with the Workmen’s Compensation Commissioner (COIDA) from Department of Labour
2. Proof of Registration certificate of Agriculture and Forestry

**Additional Returnable Documents**

1. Resolution letter – authority to sign a bid document (where applicable)
2. Certified Copies of Company Registration Documents i.e. CK/ Founding Statement
3. Certified Copies of the ID Document for company directors
4. Valid BBBEE Certificate.

**Phase 2: Price and Preference Points System**

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

**This bid is issued with 80/20 preference points system**

The applicable preference point system for this tender is 80/20 preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

|  |  |
| --- | --- |
| **Preference point system** | |
| **Price** | **80** |
| **Specific Goals** | **20** |
| * **Race HDP (Black Equity Ownership – 100% HDP)** | 10 |
| * **Gender HDP (HDP Women Equity <51% Ownership)** | 06 |
| * **Disability HDP** | 04 |
| **Total** | **100** |

**Claim for Specific Goals for 20 points allocation**

(a) If the bidder is a black company with a minimum of 100% black equity ownership, 10 points must be allocated. (If black equity ownership is less than 100%, no points may be allocated.)

(b) If HDP women equity ownership is 51% or more, 06 points may be allocated. (If women equity ownership is less than 51%, no points may be allocated).

(c) If an entity has persons living with disability (HDP) 04 points may be allocated. (If there is no persons living with permanent disability (HDP), no points may be allocated).

(d) Points may be allocated cumulatively in respect of the above three groups under the relevant circumstances, as set out above.

***N.B It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.***

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. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)