



ENQUIRIES: Mr B Magudulela/ Ms NSM Dube

BID NOS: SS-KZN 5/2/1 (282) 3M

The Managing Director

Dear Sir / Madam

APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE PIETERMARITZBURG REGIONAL SHARED SERVICES CENTRE IN KWAZULU-NATAL FOR A PERIOD OF TWO (02) MONTHS.

1. BID NO: SS-KZN 5/2/1 (282) 3M
2. Closing Date: **28 July 2023 at 11h00** telkom time
3. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, SBD 3.3, SBD 4, SBD 6.1, terms of reference/specification, entity forms, as well as any other conditions accompanying this request are applicable. Proof of delegation of authority to sign the Bid document must be included in your proposal.
4. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents.
5. Submit the central supplier database summary report and the Tax compliance status pin or (valid tax clearance certificate).
6. Please contact **Nana Dube on 033 392 0650** for any technical queries related to the project.
7. All the documents accompanying this bid invitation must please be completed in detail where applicable and returned with your bid. Emailed copies will not be accepted. Use of correctional fluid is strictly prohibited on the document.
8. The appointed service provider will be required to sign a contract at the KwaZulu-Natal Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg before the commencement of the project. Provision must be made for this compulsory meeting.
9. Please ensure that your bid reaches this office before closing time.
10. When submitting your bid the following information must appear on the sealed envelope:
 - Name and address of the bidder
 - Bid number
 - Closing date
11. All bids are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg OR If posted, place the aforementioned envelope in a covering envelope addressed as follows: Bids, Department of Rural Development & Land Reform, Private Bag X9132, Pietermaritzburg, 3200
12. The Department of Agriculture, Land Reform and Rural Development is bound to accept the lowest or any quotation and reserves the right to accept any quotation or part thereof.

Kind regards

DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, KZN: PSSC
FOR DIRECTOR -GENERAL: DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

DATE: 24/07/2023



**agriculture, land reform
& rural development**

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

**TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING,
HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A
PERIOD OF TWO (02) MONTHS**

PHYSICAL ADDRESS

- 199 PIETERMARITZ STREET,
- PIETERMARITZBURG
- 3201

1. OBJECTIVES

The objective of the specification is to appoint a suitable Service Provider that will render cleaning, hygiene, pest control and fumigation services for the Department of Agriculture, Land Reform and Rural Development: Pietermaritzburg Regional Shared Service Centre for a period of Two (02) months.

2. STAFFING REQUIREMENTS

Cleaning Staff required: (3)

- General cleaners : 2
- Working Supervisor : 1
- Total : 3**

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3. TABLE OF QUANTITIES

No.	Description:	Quantities:	Comments
1	Size (±)	3rd , floor	Overall approximate size is 565.50m ²
2	Cleaners required:	3 – Cleaners	3 cleaners. 1 Supervisor / Cleaner and 2 general workers
3	Number of floors	01	3 th floor is partial
4	Number-of closed offices	24	Small sized (up to ± 12m ²)
5	Boardrooms	01	Carpeted
6	Number of toilets	03	NB: There are 7 cubicles; 3 cubicles for the female toilet, 2 cubicles, for the male toilet and 2 cubicles at the parking lot for clients
7	Kitchens	01	Ceramic tiled
8	Entrance	01	Main entrance
9	Passages	01	3rd floor (regardless of size).
10	Staircases	01	Ground floor to 3 rd floor
11	Parking Bays	18	Ground Floor with 18 Parking Bays
12	Parking Toilets	02	2 Cubicles (1 for Females and 1 for Males)
13	Server and patch rooms	1 Server room	This area requires minimal cleaning under supervision.
14	Store/ Strong rooms	2 strong rooms	This area requires minimal cleaning under supervision.
15	Vehicles	3	One sedan and two bakkies

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4. SCOPE OF WORK.

TASK DESCRIPTION

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

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B. CLEANING OF ENTRANCES, FOYERS, CORRIDORS, PASSAGES, AND FIRE ESCAPES.	
Clean floor according to type	Daily
Stripping of floors	Monthly (On Weekends)
Pick up, clean all waste receptacles and dispose of all litter.	Twice Daily and When Required
Glass doors at the entrances must be cleaned with a damp cloth and with soap and + 70 % alcohol based disinfectant.	Daily/ when required
Spot clean all glass; windows and window seals, doors, door knobs and metal work and dust all accessible ledges	Daily
Clean skirting and handrails	Weekly
Scrubbing, cleaning, polishing of passages and staircases	Daily
Cleaning of non-assignable space (strong room, store rooms, parking areas and drive ways)	Daily/ When required
C. TOILET CLEANING	
Cleaning of toilets (closet pans, urinals, wash bins and mirror) with SABS/ SANS toilet cleaning soap + 70% alcohol based disinfectant. Supply plastic to line toilet bins	Daily
Washing of toilet floors, walls, doors and pipes	Daily / when required
Stripping of floors	Monthly
D. GOVERNMENT VEHICLES AND PARKING BAYS	
Wash, Vacuum and polish the cars inside and outside use the approved vehicles detergents and polish. Clean Parking Bays	Weekly/When required

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E. WINDOWS, CURTAINS, BLINDS, PARTITIONING AND DRAINS	
Clean both faces of glass Clean drains Clean blinds (without being removed)	Monthly/ when required
F. KITCHEN	
Kitchen and pause area floor, cupboards must be cleaned with water and + 70 alcohol based disinfectant SABS/ SANS approved soap and detergents.	Daily
Supply and install paper towel dispensers in all kitchens	Once off
Wash bins with + 70 alcohol based disinfectant SABS/ SANS approved soap and detergents and line them with plastic	Daily / When required
Replenish paper towel	Daily/ when required
Clean and refill urns and water dispensers	Daily
Microwave ovens must be cleaned with water and + 70 alcohol based disinfectant SABS/ SANS approved soap and detergents	Daily
Fridges must be defrosted and washed with water and + 70 alcohol based disinfectant SABS/ SANS approved soap and detergents	Monthly
Cutlery and crockery used during the meeting must be cleaned	Daily or when required
G. RUBBISH/ PAPER WASTE BINS	
Separate paper waste from general waste and use designated /labeled bins.	Daily
Wash the waste bins and the refuse area	Weekly
I. SANITARY DISPOSAL BINS	
Supply new 3 she bins in ladies toilets 23 litres - Cleaning the interior of the She bins with disinfectant which is SABS/ SANS approved. - Must have self-closing tight lids with trap doors with non-touch.	3 units (Once off)

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- Opening and closing mechanism - In the event of mechanical malfunctioning or factory fault, the bin will be replaced free of charge	
Sanitary waste must be removed and not stay on the Departmental premises	Weekly
Disposal bins must be replaced with the clean disinfected inner plastic bags. • One (1) bin per female cubicle	Weekly
J. SANITARY HYGIENE BAGS FOR SANITARY TOWELS	
Supply and installation of plastic bag dispensers per female toilet cubicle Height: 310 mm,Depth: 60 mm,Width: 160 mm	3 Units (once off)
Replenish plastic bags (3 boxes containing 50 plastic bags per month Sanitary bag dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	Monthly
K. SEAT WIPES	
Supply and installation of seat foam wipe dispensers in both female and male toilets/ sanitizer foam	Once Off
- One (1) bag per female cubicle (3 per week)	Weekly / When required
Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	
L. TOILET PAPER HOLDERS AND ROLLS	
Supply and installation of toilet paper holders in both female and male toilets	7 Units (once off) including parking toilets
Toilet roll must be replenished with 2 ply of 250 sheets	2 per cubicle Daily / When required
Toilet paper roll must be manufactured from a soft white paper, must be of good quality and acceptable standards of SABS.	
Toilet paper holder must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	

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M. HAND WASH LIQUID SOAP AND SANITISER DISPENSER	
Supply and installation of 7 wall mounted hand liquid or spray automatic dispenser. 1. 3 hand wash dispenser in both female and male toilets (1 per toilet) and kitchen 2. 1 sanitizer dispenser in 3 rd floor main entrance 3. 1 sanitizer dispenser in Registry entrance 4. 1 sanitizer dispenser in Kitchen entrance 5. 1 sanitizer dispenser in Printer room	7 Units (once off)
Hand wash/ sanitizer liquid or spray must be replenished	Weekly/When required
Hand wash soap/ sanitizer must be drip free and not harsh/ irritable to the skin non-ammoniated. Preferable foam soap/ sanitizer, SABS/SANS approved.	
Dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault	
Urinals should be cleaned twice daily with antiseptic soap and water. Do not place mothball in urinals, urinal mats be used.	
Sanitiser liquid must be refilled (+70 alcohol) SABS/SANS supply 24X400ml per month	Weekly/ when required
N. HAND PAPER TOWEL AND DISPENSER	
Supply and installation of hand paper towel dispenser in both female and male toilets and kitchen	3 Units (once off)
Replenish with good quality SABS approved paper towels	Daily/When required
Paper towel dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	
O. AUTOMATIC AIR FRESHNER	
Supply and installation of air freshener dispenser in both female and male toilets	2 Units (once off)
Air freshener must be refilled and must spray at intervals of 15 minutes	Weekly
Automatic air freshener dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault. 8 X 275 ml per month	

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NB:

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

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

- All the required cleaning materials and equipment to meet the above prescribed cleaning activities. All the equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must of high quality.
- Service Provider must ensure that all cleaning equipment/s are functional for the duration of the contract.
- Service Provider must provide the Department with material datasheet which will be verified by OHS
- Cleaner must be provided with two caution boards to ensure awareness on oncoming traffic when performing duties on floors
- The Service Provider to comply with the Occupational Health and Safety Act which requires that the employer have duties concerning the provision and use of Personal Protective Equipment (PPE) at work. Personal Protective Equipment will protect the user against health and safety risks at work, for the safety of persons in connection with use of plant and machinery, protection of persons hazards to health and safety arising out of or in connection with activities of persons at work.
- The Service Provider must provide in terms of uniform/ personal protective equipment (PPE) i.e safety footwear, masks, gloves, eye protection, highly-visible clothing, safety harnesses and respiratory protective equipment (RPE).

NB: Bidders must indicate cleaner's wages in the pricing schedule (SBD 3.3). The wages of the cleaner should not be less that the minimum wage rates as prescribed by the Department of Labour Sectoral determination 1: Contract Cleaning Sector, South Africa. Only the wage increment adjustments will be accepted based on a sectoral wage determination formula.

All toilet roll canisters and soap dispensers must be lockable to prevent theft. The Service Provider must install all SHE bins, automatic air freshner units, paper towel dispensers and soap dispensers' units. Upon termination of the contract, the Service Provider must remove such equipment from the premises and restore the building to its original condition/ colour (holes must be filled and painted.

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5. MANDATORY REQUIREMENTS

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

- 5.1. Proof of current registration on the National Treasury Supplier Database (CSD) to be attached (Printout of CSD summary or MAAA reference number). Refer to National Treasury SCM Instruction Note 4A of 2016/2017"
- 5.2. A signed company resolution letter authorizing a particular person to sign the bid documents.
- 5.3. A valid letter for tender purposes or letter of good standing for Compensation for Occupational Injuries Disease Act (COIDA) 1993. (Cleaning as the nature of business)
- 5.4. Public Liability Insurance (Proof of quotation obtainable from any insurance companies or any other relevant proof). Minimum amount of R500 000.000
- 5.5. Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.3). The wages of the cleaners must not be less than the minimum wage rates and Basic Condition of Employment as prescribed by the Department of Labour. Only the wage adjustments will be accepted based on a Sectoral wage determination formula.
- 5.6. Sanitary waste removal management (Proof of quotation from the service provider who will collect and remove sanitary waste, obtainable from the waste removal company). Should the appointed service provider not be registered to provide the service they may sub-contract and provide proof of current registration on the National Treasury Supplier Database (CSD) of the company that will provide the service.
- 5.7. Registration with the bargaining council for cleaning and hygiene services (Attach proof / certificate)
- 5.8. Medical/ Sanitary waste: The bidder must submit a valid certificate as a proof of registration or licence issued to the bidder by the National Department of Environment, Forestry and Fisheries in terms of Section 49 (1) of the National Environmental Management Work (Act 59/2008) for disposal of sanitary bin content/ waste with a signed quotation for all items. If the bidder is not accredited to provide this service (sanitary waste disposal) the bidder must outsource the service and submit a signed quotation and valid certificate of registration/ certificate number from an entity registered with National Department of Environment, Forestry and Fisheries (the letter of intent will not be accepted).

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- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

7.3 Points for this tender (even in the case of a tender for income-generating contracts) Shall be awarded for:

- a) Price; and
b) Specific Goals

7.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

7.5 Failure on the part of a tenderer to submit proof or documentation required in terms this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

7.6 The organ of state reserves a 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.

7.7 Bidders who to claim points in terms of table 4.2 below need to provide proof for Each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 constitution – **attach a certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has disability – **attach doctor's letter confirming the disability**
- Who is youth – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

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- Specific goal: **Locality** –
 - a) A **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - b) A valid lease agreement from the lessor **or**
 - c) A letter on the letterhead of the ward councilor/ traditional authority/ council tat must be signed, stamped and dated.

8. POINTS AWARDED FOR SPECIFIC GOALS

- a) In terms of Regulation 4(2); 6(2); and 7(2) of Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20) system	Percentage ownership equity (To be completed by the tender)	Number of points claimed (80/20 system) (to be completed by the tenderer)
Who had no franchise before the 1983 and 1993 Constitution	8		
Who is female	5		
Who has a disability	2		
Specific goal: Who is youth	2		
Specific goal: Locality	3		
(Promotion of South Africa owned enterprises or promotion of enterprises located in a specific province or promotion of enterprises located in a specific district) (select one)			

9. TERMS AND CONDITIONS OF THE PROPOSAL

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

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- 9.2. A Valid tax Clearance Certificate/ Tax compliance pin issued by the South African Revenue Services (SARS), where consortium/ joint ventures are involved each party to the association must submit a separate valid original Tax Clearance Certificate. (TCC or PIN letter from SARS)
- 9.3. Appointed service provider must ensure compliance to wage labour rates as per the department of labour's regulation.
- 9.4. The Service Provider should not qualify the proposal with his/her own conditions. Any qualifications to the terms and conditions of this quotation will result in disqualifications
- 9.5. In cases where company, partnerships or close corporation commences business for the first time or either do not have capital; the following particulars must be furnished:
 - 9.5.1. Full particulars of a registered, reputable financial institute/company that will assist with the commencement of project e.g. buying material and equipment.
 - 9.5.2. Service Provider must give the assurance that all workers will be under proper supervision. Any liaison in regard to the daily needs will be through the supervisor and not directly workers. Supervisor must ensure that cleaning materials are available at all times and that it should be replaced as required.
 - 9.5.3. The Service Provider must arrange the insurance policy with a reputable insurance company **OR** submit documentary proof/letter of intent/Quotation. Premiums must be paid monthly after the award for the duration of the project. Failure to comply the Department will reserve the right to pay the premiums and to deduct such payments from money owed by the contractor.
 - 9.5.4. All Acts and Regulations relating to cleaning services must be adhered to by the Service Provider. All equipment and cleaning material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.
- 9.6. The Department reserves the right to conduct tests and analysis on the cleaning detergents and equipment provided by the bidder to ascertain the quality and compliance to SANS.
- 9.7. No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 9.8. Proof of quotations or any other documents is required for Public Liability Insurance for bidding process; however proof of registration or contract/agreement must be submitted by the successful bidder within the period of seven working days after the award. The Department reserves

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the right to cancel the contract if these required documents are not submitted within the specified time.

- 9.9. In a case where a bidder does not have registered employees under his/her entity a letter to tender must be attached to avoid disqualification (obtainable from Department of Labour), however proof of registration **must** be submitted by the successful bidder within a period of seven working days after the award. The Department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 9.10. Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 9.11. Should the service provider not comply with any of the conditions contained in terms of reference during the contract period the DALRD may cancel the contract within one month notice.
- 9.12. The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 9.13. Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 9.14. Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 9.15. Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 9.16. In case where the Department decides to move to another office or close some of the offices information will be communicated prior and the Service Provider will need to make provision.
- 9.17. All cleaning equipment and detergents should be provided by the bidder.

10. The Department of Agriculture, Land Reform and Rural Development shall:

- 10.1. Conduct business in a courteous and professional manner with the Service Provider.
- 10.2. Not accept responsibility/liability of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 10.3. Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

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- 10.4. The DALRRD will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification and Terms and Conditions will also form part of the service level agreement.

11. SERVICE LEVEL AGREEMENT

- 11.1. The Department of Agriculture, Land Reform and Rural Development and Service Provider will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will amongst others include the following:
- Period of Agreement;
 - Project objectives and scope;
 - Staffing;
 - Maintenance plan;
 - Method of Communication;
 - Reporting relationship;
 - Deliverables and terms of deliverables;
 - Uncompleted work;
 - Disputes; and financial penalties and termination of contract.
- 11.2. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Department;
- 11.3. No material or information derived from the provision of the services under the contract may be used for any other purpose except for those of the Department, except where duly authorised to do so in writing by the Department;
- 11.4. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department;
- 11.5. The successful Service Provider agrees to keep confidential all records and information of, or related to the project and not disclose such records or information to any third party without the prior written consent of the Department;
- 11.6. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance; and
- 11.7. Note that the department reserves the right to award the bid to more than one service provider.

12. PUBLICATION

- Departmental Website
- EPortal

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13. PUBLICATION

- Departmental Website
- EPortal
- Central Supplier Database (CSD)

14. ENQUIRIES:

Query	Name	Contact Details
Technical	NANA DUBE/ PHUMZILE MKHIZE	033 392 0650 nana.dube@dalrrd.gov.za/ phumzile.mkhuze@dalrrd.gov.za
SCM	BONGANI MAGUDULELA	033- 264 9500 bongani.magudulela@dalrrd.gov.za

15. APPROVAL

Terms of Reference have been approved as follows:

Approved/ not Approved

BSEC: CHAIRPERSON

DATE:

16. ENDORSEMENT

Terms of Reference have been endorsed as follows:

ENDORSED / NOT ENDORSED

MS P MULLER

DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE:

Initials:.....

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A D OF TWO (02) MONTHS

13. BRIEFING SESSION

~~11.1 Compulsory Briefing/ site inspection session and attendance thereof is compulsory. The compulsory briefing session will be held at the 199 PIETERMARITZ STREET, PIETERMARITZBURG, 3201~~

14. ENQUIRIES:

Query	Name	Contact Details
Technical	NANA DUBE/ PHUMZILE MKHIZE	033 392 0650 nana.dube@dalrrd.gov.za/ phumzile.mkhuze@dalrrd.gov.za
SCM	BONGANI MAGUDULELA	033- 264 9500 bongani.magudulela@dalrrd.gov.za

15. APPROVAL

Terms of Reference have been approved as follows:

Approved/ not Approved



BSEC: CHAIRPERSON

DATE: 24 JULY 2023

16. ENDORSEMENT

Terms of Reference have been endorsed as follows:

ENDORSED / NOT ENDORSED

MS P MULLER

DEPUTY DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE:

Initials:.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT							
BID NUMBER:	SS-KZN 5/2/1 (282) 3M	CLOSING DATE: 28 July 2023	CLOSING TIME:	11H00			
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE PIETERMARITZBURG REGIONAL SHARED SERVICES CENTRE IN KWAZULU-NATAL FOR A PERIOD OF TWO MONTHS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (270 Jabu Ndlovu Street.)							
1 st Floor, 270 Jabu Ndlovu Street, Pietermaritzburg, 3200							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr Xolisani Jalibane			CONTACT PERSON	Ms Nana Dube		
TELEPHONE NUMBER	033 264 9545			TELEPHONE NUMBER	033 392 0650		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Xolisani.j@dalrrd.gov.za			E-MAIL ADDRESS	Nana.Dube@dalrrd.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
	☐ Yes ☐ No					☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

PRICING SCHEDULE FOR THE CONTRACT EXTENSION OF A SERVICE PROVIDER RENDERING A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE FOR A PERIOD OF TWO (2) MONTHS

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF Service Provider:Bid NO.:

CLOSING TIME:

ITEM NO TAX	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
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1. The accompanying information must be used for the formulation of proposals.

TOTAL PRICE

R.....

Bid offer must remain valid for the period of 60 days after the closing date.

N.B

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

A. LABOUR RATES

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

Name of Bidder:
SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TWO (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

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

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

Bid No.

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TWO (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

B. CLEANING EQUIPMENT, MACHINERY, CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE COST	MONTHLY	CONTRACT DURATION	TOTAL COST FOR THE PROJECT
EQUIPMENTS AND MACHINERY INCLUDING CAR WASH		R.....	02 MONTHS	R.....
CLEANING DETERGENTS INCLUDING CAR WASH		R.....	02 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)				R.....
VAT @ 15%				R.....
TOTAL COST (INCL VAT)				R.....

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

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

C. HYGIENE SERVICE

HYGIENE SERVICE DESCRIPTION	TASK	QUANTITY OF CONSUMABLES PER MONTH	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 2 MONTHS
Supply and installation of new she bins (See item H of the scope of work)		3 ONCE OFF			R.....
Supply and replenishment of Bin Liner bags (Clear)		200 per month	R..... Per month	02 MONTHS	R.....
Supply and replenishment of refuse plastic bag (Black)		100 per month	R..... Per month	02 MONTHS	R.....
Supply and installation of sanitary hygiene plastic bag dispensers per female toilet cubicle		03			R.....
Supply of sanitary hygiene plastic bag		03 (50) PACKS PER MONTH	R..... Per month	02 MONTHS	R.....
Supply and installation of seat spray dispensers in both female and male toilets		5			R.....

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

Bid No.:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

Supply and replenish of seat spray in both female and male toilets	5 (250 ml) WEEKLY OR AS WHEN REQUIRED	R..... Per month/ weekly	02 MONTHS	R.....
Supply and installation of metal lockable toilet paper holders in both female and male toilets	7			R.....
2PLY (250 Sheets) TOILET PAPER ROLLS	7 (48) BALES PER MONTH	R..... Per month	02 MONTHS	R.....
Supply and installation of hand paper dispenser	03			R.....
Replacement of paper towels	3 (12) PER MONTH	R..... Per month	02 MONTHS	R.....
Supply of paper towel bin	3			R.....
Supply and installation of wall mounted hand wash foam dispenser in both female and male toilets and the kitchen	03 units			R.....

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

Bid No.:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TWO (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

Supply of hand wash foam	3 (30L) PER MONTH	R..... Per month	02 MONTHS	R.....
Supply and installation of wall mounted sanitizing dispensers	04 units			R.....
Replenishment of sanitizer	1 (30L) PER MONTH	R.....	1 (30L) PER	R.....
Supply and installation of automatic air freshener dispenser in both female and male toilets	02			R.....
Supply & replenishment of automatic Air Freshener 0	8 X 275ml MONTHLY	R..... Per month	02 MONTHS	R.....
SUB TOTAL COST (EXCL VAT)				R.....
VAT @ 15 %				R.....
TOTAL COST FOR THE PROJECT (INC VAT)				R.....

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

Bid No.:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TWO (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

D. PEST CONTROL AND FUMIGATION

DESCRIPTION	QUANTITY	COST PER QUANTITY	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 24 MONTHS
Pest control and Fumigation Services	1	R.....	02 MONTHS	R.....
VAT @ 15 %				R.....
TOTAL COST FOR THE PROJECT (INC VAT)				R.....

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

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

SUMMARY OF THE TOTAL COST

DESCRIPTION	TOTAL COST	TOTAL COST INCLUDING VAT
A. TOTAL COST FOR LABOUR RATES INCLUDING VAT	R.....	R.....
B. CLEANING EQUIPMENT, MACHINERY, CLEANING INCLUDING VAT	R.....	R.....
C. HYGIENE SERVICE INCLUDING VAT	R.....	R.....
D. PEST CONTROL AND FUMIGATION SERVICES	R.....	R.....
TOTAL BID PRICE	R.....	R..... (Should reflect on SBD 3 as well)

Bid Initials
 Bid's Signature
 Date:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE	
		PRICE PER ITEM	TOTAL PRICE FOR THE CONTRACT PERIOD
Industrial electrical Powered vacuum cleaner	1		
Industrial Auto Scrubbers	0		
Industrial Carpet washing machine	1		

Bid Initials
 Bid's Signature
 Date:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Industrial electric extension code	1x30m			
Industrial hose pipe	1x30m			
Janitor trolleys- complete with bucket, wringer, cloths, etc.	1			
Sweeping mop complete	3(1 all times replaced quarterly)			

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

Bid No.:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Soft brooms	3 (1 broom at all times replaced every six months)			
Feather dusters	4			
Cloth	12(1 cloth at all times replaced monthly) - colour-coded			
Toilet brushes	6 (replaced every month)			
Dish washing sponges	12			

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

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Easy readable warning boards	2			
Sheep Skin Applicator	N/A			
Sheep skin Applicator Holder	N/A			
Ammoniated liquid detergent cleaner	6X5L			

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

Bid No.:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TWO (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Multipurpose cleaning / scrubbing liquid soap	6X5L			
Liquid furniture non wax and non-water based aerosol	12 X 50ml			

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

Bid No.:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Plus seal non Slip Polish (Hi-Shine 20%)	06 x 5l			
Polish Floor Stripper	5l			
Sanitizer drip-master for urinals	2 toilets, weekly			
Toilet Bowl Cleaner Compound	2 toilets, weekly			
Anti-Septicum 5L disinfectant				

Bid Initials
 Bid's Signature
 Date:

Bid No.:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TWO (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Brushes for bottles	04			
Liquid metal polish cleaner	10l			
Dust pan set x 2	3			
Carpet cleaning Shampoo	1X1L			
Cleaning Solution	0			
Window Cleaner (Dilutable)	3X5L			

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

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Toilet scrubbing and cleaning soap	0			
Toilet paper Rolls (2 ply 250 sheets)	7 bales X 48 rolls per bale per month			
Black plastic bin bags	100 monthly			
Wall mounted waste bin for toilets	3			

Bid Initials
 Bid's Signature
 Date:

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TWO (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE PER ITEM	PRICE	TOTAL PRICE FOR THE CONTRACT PERIOD
Automatic air freshener for toilets	2			
PAPER TOWEL	3 (12) rolls monthly			
PINE GEL FLOOR CLEANER	2X5L			
SCRUBBING BRUSH	2			

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

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

DESCRIPTION	QUANTITY	PRICE		
		PRICE PER ITEM	MONTHLY	TOTAL PRICE FOR THE CONTRACT PERIOD
70 % Alcohol based hand sanitizer replenishment	1			
Automatic hand sanitizer dispensers	Three (3) hand sanitizer dispensers must be replaced free of charge in the event of mechanical malfunctioning or factory fault			

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

Name of Bidder:

SS-KZN 7/1/6/3 (649) 3P: PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE KZN FOR A PERIOD OF TW0 (02) MONTHS

PRICING SCHEDULE [SBD 3.3]

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

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

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

1. GENERAL CONDITIONS

1.1 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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 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.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor's letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

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

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

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



BAS

☐

LOGIS

☐

Office

System User Only

Captured By:

Captured Date:

Authorised By:

Date Authorised:

Safety Web Verification

☐ YES

☐ NO

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

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

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

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

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

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

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

Company / Personal Details

Registered Name	
Trading Name	
Tax number	
Vat Number	
Title	
Initials	
First Name	
Surname	

Address Detail

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

New Detail

☐ New Supplier Information

☐ Update Supplier Information

Supplier Type

☐ Individual

☐ Department

Department Number

☐ Company

☐ Trust

☐ CC

☐ Other

Other Specify

☐ Partnership

Supplier Account Details

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

Account Name	
Account Number	
Branch Name	
Branch Number	

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

ID Number	
Passport Number	
Company Registration Number	
*CC Registration	

* Please include CC/CK where applicable

Practise Number	
-----------------	--

When the bank stamps this entity maintenance form or provides an electronic bank stamp/letter attached to the entity maintenance form they confirm that all the information completed by the entity is correct.

Bank stamp

It is hereby confirmed that this details have been verified against the following screens

ABSA-CIF screen

FNB-Hogans system on the CIS4

STD Bank-Look-up-screen

Nedbank- Banking Platform under the Client Details Tab

Contact Details

	Area Code	Telephone Number	Extension
Business			
	Area Code	Telephone Number	Extension
Home			
	Area Code	Telephone Number	
Fax			
Cell			
	Cell Code	Cell Number	
E-mail Address			

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

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

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

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

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.