

PART A
INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PUDP 809	CLOSING DATE:	25 July 2025	CLOSING TIME:	11h00
DESCRIPTION	Terms of Reference for Pest Control and Fumigation Services for the Department of Transport and Community Safety for a period of 36 Months				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PHAMOKO TOWERS BUILDING					
NO 39 CORNER CHURCH AND BODENSTEIN STREET					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mable Bopape		CONTACT PERSON	Mr Moloto NP	
TELEPHONE NUMBER	015 294 8420		TELEPHONE NUMBER	015 967 9300	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bopapemm@dtcs.limpopo.gov.za		E-MAIL ADDRESS	Molotop@dtcs.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

SBD1

TERMS AND CONDITIONS FOR BIDDING

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

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.....	Bid number: PUDP 809
Closing Time 11:00	Closing date: 25 July 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- 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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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:

.....

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.

3 DECLARATION

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

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

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.

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

1.1 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

(a) The applicable preference point system for this tender is the **80/20** preference point system.

(b) The **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.

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:

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Enterprises owned by at least 51% black people	N/A	2	N/A		Central Supplier Database (CSD)
Enterprises owned by at least 51% women	N/A	4	N/A		Central Supplier Database (CSD)
Enterprises owned by at least 51% youth	N/A	4	N/A		Central Supplier Database (CSD)
Enterprises owned by at least 51% persons with disability	N/A	2	N/A		Disability certificate issued by health professionals
Enterprises owned by at least 51% military veterans	N/A	2	N/A		Confirmation letter issued by Department of Military Veterans
Small, Medium and Micro Enterprises (SMMEs)	N/A	1	N/A		Central Supplier Database (CSD)
Enterprises located in rural areas or townships	N/A	2	N/A		Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
Enterprises located in Limpopo Province	N/A	3	N/A		Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
Total		20			

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:

.....

.....

.....

GENERAL CONDITIONS OF CONTRACT

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.

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

TABLE OF CLAUSES

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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 markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be

required, this shall be specified in the SCC.

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after

the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the

supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall

continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or 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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation (NIP) Programme	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p>

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF
TRANSPORT AND COMMUNITY SAFETY**

CONFIDENTIAL

PUDP 809

**TERMS OF REFERENCE FOR PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF
TRANSPORT AND COMMUNITY SAFETY FOR A PERIOD OF 36 MONTHS.**

1. PROJECT NAME

Provision of professional pest control management services and fumigation in all departmental institutions (head office, Limpopo Traffic Training College and districts) for a period of 36 months.

2. BACKGROUND

The Limpopo Department of Transport and Community Safety requires a service provider to perform professional pest control and fumigation management services at head office, district offices and all departmental institutions.

3. OBJECTIVES

To ensure that the working environment is free from all different types of pests e.g., rodents, creepy crawlies, flying insects, critters, bedbugs, fleas, and bird control flash flags units which impact negatively on employees, clients and the surrounding environment.

4. DESCRIPTION OF SERVICES REQUIRED FROM THE BIDDERS

4.1 SERVICE REQUIRED

- 4.1.1 The rendering of professional pest control and fumigation management services for a period of 36 months in and around the following departmental institutions as outlined in these Terms of Reference (ToR).
- 4.1.2 Necessary initial inspections and treatments to bring under control any existing infestation by: rodents (rats and mice) , bats, cockroaches, crawling insects, flying insects, critters and all other vermin as identified during inspections.
- 4.1.3 Monthly inspections of harbourages and likely harbourages.
- 4.1.4 Apply suitable remedy by using bio environmentally friendly controls.
- 4.1.5 Carry out frequent routine visits to ensure prevention of possible pest infestation (routine as provided for in the scope of work).
- 4.1.6 Placement of monitoring devices, bait stations and visual inspection of areas and implement remedial action.

4.2 DESCRIPTION OF SERVICE

4.2.1 Identification

- Conduct the identification for all the trouble spots. Reports should be handed to the client for concurrence and make proper intervention to resolve the problems, as directed by the department.
- Identification to be conducted within the acceptable environmental standards and controls.

4.2.2 Crawling Insect Treatment

- Preventative measures should be taken to prevent insect from re-nesting.
- Apply chemicals approved by the South African Bureau of Standards.

4.2.3 Rodent Bait Stations

- Bait stations should be strategically placed on the interior, exterior and parking lots of the buildings, as per the identification report.
- Service and maintenance on these should be performed quarterly and on emergencies.

4.2.4 Flying Insects Treatment and Control (including bees and wasps)

- Preventative measures should be taken to prevent bees and flies from re-nesting.

4.2.5 Critters

- Preventative measures should be taken to prevent from nesting.

4.2.6 Bugs and Fleas

- Preventative measures should be taken to prevent and eliminate bugs and fleas.

4.2.7 Bird proofing

- Remove bird infestations and clean bird contamination.
- Ensure that pigeon perching is not visible.
- Removal of pigeons, doves and sparrows returning.
- Clean and disinfect the building.
- Bird proofing should be done once per semester on all buildings.

4.2.8 Bat Proofing

- Identify entry points
- Install one-way valves or netting over entry points to allow bats to leave but prevent them from re-entering
- Seal all entry points with materials like foam or sealant
- Use strong smell scents to deter bats
- Keep areas where bats roost brightly lit as they prefer dark spaces

4.2.9 Domestic Animals

- Maintain a pet free workplace for the health and safety of employees and clients eg: Stray dogs and cats are always on the hunt for food and water.

5. DESCRIPTION OF SITES TO PROVIDE PEST MANAGEMENT CONTROL SERVICES

Item	Institution	Areas to be covered	Type of pests
HEAD OFFICE			
1.	Phamoko Towers	Interior, including basement parking	Other crawling and flying insects Cockroaches Fleas Birds Mice Rodents
2.	Snabasa Building	Interior, including basement parking	Other crawling and flying insects Cockroaches Fleas Birds Mice Rodents
3.	Paul Kruger Building	Interior, including basement parking	Other crawling and flying insects Cockroaches Fleas Birds Mice Rodents
4.	Limpopo Traffic Training College	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
WATERBERG DISTRICT			
1.	District Office	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
2.	Northam Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
3.	Lephalale Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas

Item	Institution	Areas to be covered	Type of pests
			Snakes Mosquitoes Termites Birds Mice Rodents Bats
4	Grobblersbrug Traffic Control Centre	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
5	Modimolle Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
6.	Mokopane Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
7.	Mahwelereng Government Garage	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
SEKHUKHUNE DISTRICT			
1.	District Office	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
2.	Nebo Traffic Station	Interior and exterior	Other crawling and flying insects

Item	Institution	Areas to be covered	Type of pests
			Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
3.	Nebo Government Garage	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
4.	Dilokong Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
5.	Moutse Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
6.	Rathoke Traffic Control Centre	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
7.	Tompi Seleka Satellite Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
8.	Grobiersdal Satellite Offices	Interior and exterior	Other crawling and flying insects

Item	Institution	Areas to be covered	Type of pests
			Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
CAPRICORN DISTRICT			
1.	District Office	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
2.	Polokwane Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
3.	Dendron Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
4.	Lebowakgomo Traffic Station	Interior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
5.	Sekgosese Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats

Item	Institution	Areas to be covered	Type of pests
6.	Seshego Government Garage	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
MOPANI DISTRICT			
1.	District Office	Interior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
2.	Giyani Government Garage	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
3.	Giyani Scrap Yard	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
4.	Maruleng Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
5	Ba-Phalaborwa Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice

Item	Institution	Areas to be covered	Type of pests
			Rodents Bats
6.	Tzaneen Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
7.	Naphuno Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
8.	Bolobedu Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
9.	Mooketsi Traffic Control Centre	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
10.	Giyani Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
11.	Siyandani Airport (Giyani)	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice

Item	Institution	Areas to be covered	Type of pests
			Rodents Bats
12.	Ritavi Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
VHEMBE DISTRICT			
1.	District Office	Interior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats Stray Dogs
2.	Sibasa Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
3.	Thohoyandou K53	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
4	Sibasa Government Garage	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
5	Dzanani Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes

Item	Institution	Areas to be covered	Type of pests
			Termites Birds Mice Rodents Bats
6	Mutale Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
7	Mampakuil Weigh Bridge	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
8	Makhado Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
9	Makwarela Government Complex	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
10	Malamulele Traffic Station	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes Termites Birds Mice Rodents Bats
11.	PR Mphephu Airport	Interior and exterior	Other crawling and flying insects Cockroaches Fleas Snakes Mosquitoes

Item	Institution	Areas to be covered	Type of pests
			Termites Birds Mice Rodents Bats

6. Schedule of services

Description of service: inspect, treat, prevent and control	Frequency
Cockroaches	Quarterly and on emergencies
Bird lice	Quarterly and on emergencies
Crawling insects	Quarterly and on emergencies
Flying insects	Quarterly and on emergencies
Fleas	Quarterly and on emergencies
Termites	Quarterly and on emergencies
Bird/bat proof netting	Quarterly and on emergencies
Snakes	Quarterly and on emergencies
Rodent bait stations (Rodents and Mice)	Quarterly and on emergencies

7. DURATION TO PERFORM THE DUTY

- The contract is for 36 months contract
- The commencement and expiry date shall be stipulated in the Service Level Agreement.

8. SERVICE REPORT

The appointed service provider shall provide an original signed detailed service report on a quarterly basis indicating the following:

- all work carried out with full findings including infestation levels of the pest, analysis and recommendations for future pest control services to the End- User.
 - compliance with the OHS Act and its regulations
- The service provider shall be required to re-fumigate should pests re-surface within three weeks after the service was provided without the Department incurring further costs.

9. DETAILED REQUIREMENTS

9.1 South African Pest Control Association (SAPCA)

- The service provider must be registered in terms of the Fertilizers, Farm Feeds Agricultural Remedies and Stock Remedies (Act 36 of 1947 as amended). Proof thereof, a valid copy of registration certificate (SAPCA) must be attached to the bid. All pest control operators that the service provider deploy to render service must adhere to the Fertilizers, Farm Feeds Agricultural Remedies and Stock Remedies (Act 36 of 1947 as amended) and must possess a valid P-Registration certificate from Department of Agriculture, Forestry and Fisheries.

9.2 Scope of work

- The prospective service provider is expected to undertake interior and exterior pest control and fumigation services outside business hours, i.e. after 16h30 during weekdays or on weekends and public holidays.
- The department shall cease the services that are no longer necessary. The service provider shall be informed in writing well in advance.

10. COSTING AND PRICING

10.1 Bidders are required to complete the following Annexures:

- Annexure A: Pricing Schedule for Inspecting, Treating, Preventing and Controlling Cockroaches, Bird Lice, Crawling Insects, Flying Insects Termites and Fleas
- Annexure B: Pricing Schedule for Inspecting, Treating, Preventing and Controlling Bird Proof Netting
- Annexure C: Pricing Schedule for Inspecting, Treating, Preventing and Controlling Snakes
- Annexure D: Pricing Schedule for Inspecting, Treating, Preventing and Controlling for Rodent Bait Stations
- Annexure E: Consolidated Pricing Schedule. The fields on this annexure will automatically populate the totals when bidders capture rates in annexures A – D. Therefore, bidders are required to only print and submit this annexure, together with annexures A – D.

Bidders shall **only indicate the rate per square meter (m²), per meter (m) and/or number** in annexures A – D and must print and submit the annexures with their proposals. Bidders are also required to print and submit Annexure E, which is a consolidated pricing schedule indicating the total bidding price. Bidders who fail to submit any of the annexures will be disqualified from the evaluation process.

10.2 All prices charged must be inclusive of business overheads, including normal travel costs (travel costs for emergency callouts will be calculated separately). The successful bidder who is not registered for VAT at the time of bidding, must duly register as required by law. Prices quoted shall be net and include all applicable taxes. The tendered rates shall not be changed or adjusted during the duration of the contract. No price adjustment shall be entertained by the Department during the duration of the contract.

10.3 Bidders must take note that the cost of travelling for emergency callouts shall be calculated in line with the applicable AA/ SARS rates per kilometre for the duration of the contract. The distance to be travelled and be reimbursed shall be calculated from the bidder's official premises to the institution serviced. The successful service provider should have a provincial footprint within one month of the commencement of the contract and submit proof thereof which shall be used as the official premises for travelling purposes. This only applies to workmanship that is initiated by the Department and is outside the scheduled maintenance programs. The successful bidder shall, in consultation with the Department, group sites that need to be serviced in a manner that will reduce travelling distances.

11. PAYMENTS

- The invoice must be in accordance with the official purchase order.
- Payment will be made within 30 working days after submission of a valid invoice on completion of the service and the invoice-based report with recommendations inclusive of a valid disposal certificate.

12. SPECIAL CONDITIONS FOR THE SUCCESSFUL SERVICE PROVIDER

The successful service provider shall:

- provide a project plan to the end user before the commencement of the contract
- provide basic skill transfer / share basic knowledge of the project to the relevant departmental officials before, during and after the commencement of the work.
- execute all emergency services within eight (8) hours after the call.
- provide employees with safety precautionary advice/ safety tips of the project before, during and after the commencement of the work.
- provide technical advice in line with the OHS Act and its regulations as amended to the End-User regarding recommended treatments to bring under control of any existing infestation by rodents, creepy crawlies, flying insects, critters and many others.

- apply suitable remedy by using environmentally friendly controls to treat, prevent and control all different types of pests.
- ensure that all pesticides, insecticides and fumigation material to be used be compliant and approved by the South African Bureau of Standards code of practice and Department of Agriculture, Forestry and Fisheries.
- bring samples of all pesticides, insecticides and fumigation material that will be used for verification purposes on the date that will be determined by the Department.
- provide the End User with Material Safety Data Sheets (Hazardous Substance Control Sheets) for all chemicals that will be used in the workplace/buildings from the supplier on the date that will be determined by the Department.
- ensure that all pest control management services are undertaken in compliance with Occupational Health and Safety Act 85 of 1993 and its Regulations as amended.
- ensure that all chemicals that will be used in the workplace be clearly labeled, identifiable and have clear instructions and expiry dates in line with the South African Bureau of Standards.
- ensure that pest control management service be performed after working hours, public holidays, on weekends.
- ensure that pest control management service is not done in the presence of employees and clients because this is a hazardous operation.
- be legally obliged to safely dispose hazardous waste in registered sites when performing pest management services.
- ensure that goods supplied conform to requirements, i.e., they must support health and safe use and should not have a negative impact on the environment.
- always be available for communication with the Department.
- ensure that all employees wear and use appropriate personal protective clothing and equipment when on site in line with the General Safety Regulations as provided for by the OHS Act.
- ensure that SABS-approved tools are used when on site.
- ensure that employees wear branded company clothing and identification when on site.

13. BRIEFING SESSION

A compulsory briefing session will be arranged on a date and venue to be indicated in the Tender Bulletin. Failure to attend the briefing session meeting will be an automatic disqualification.

14. EVALUATION CRITERIA

All bids will be evaluated in terms of functionality, administrative requirements, in loco inspection and preference point system:

Evaluation on Functionality (Gate 0)	Administrative Requirements (mandatory) (Gate 1)	In Loco Inspection (Gate 2)	Price and Preference Point System (Gate 3)
Bidder(s) are required to achieve a minimum of 270 points out of 385 points to proceed to Gate 1.	Bidders must submit all documents as outlined in paragraph 14.2 (Table 1) below. Only bidders that comply with all these criteria will be evaluated in Gate 1.	Bidders must comply with all the requirements listed in paragraph 14.3 below	Bidder(s) will be evaluated on price and preference points

14.1 Gate 0: Evaluation on Functionality

All bidders are required to respond to the functionality evaluation criteria. Bidders will be evaluated in Gate 0 for functionality as per the table below:

Functionality Evaluation – Bidders will be evaluated out of 385 points and are required to achieve a minimum threshold of 270 points to proceed to Gate 1 for evaluation on administrative requirements, which is mandatory.

Evaluation Criteria for Functionality is as follows:

Item	Criterion	Weight	Scores
1.	<p>Company experience in Pest Control and Fumigation Services. The bidder must attach reference letters from serviced clients in the corporate, public and local government sector. Only projects with a single minimum value of R250,000.00 will be considered.</p> <p>The Department will verify the authenticity of the letters before award.</p>	40	<p>No relevant projects = 0</p> <p>1 relevant project = 1</p> <p>2 relevant projects = 2</p> <p>3 relevant projects = 3</p> <p>4 or more relevant projects = 4</p>
2	<p>Number of Branded Company Vehicles Number of branded vehicles registered in the name of the bidder or leased by the bidder (Attach copies of registration certificates/lease agreements and colour pictures of the branded vehicles).</p> <p>Only branded vehicles registered in the name of the bidder or leased by the bidder will be considered.</p> <p>NB: Lease agreements must be supported by registration certificates.</p>	30	<ul style="list-style-type: none"> • No branded vehicles with registration certificates/lease agreements = 0 • 1 – 2 branded vehicles with registration certificates/lease agreements = 1 • 3 branded vehicles with registration certificates/lease agreements = 2 • 4 branded vehicles with registration certificates/lease agreements = 3 • 5 and more branded vehicles with registration certificates/lease agreements = 4
3	<p>Number of Registered Pest Control Operators. Attach valid P-Registration Certificates for Pest Control Operators</p>	15	<ul style="list-style-type: none"> • No pest control operator = 0 • 1 – 2 pest control operators = 1 • 3 – 4 pest control operators = 2 • 5 and above pest control operators = 3
4	<p>Experience of the Lead Pest Control Operator in the field of Pest Control and Fumigation Services. Attach a comprehensive curriculum vitae and reference letters from companies that the lead operator has worked for (not those of the company) proving number of projects completed.</p> <p>The Lead Pest Control Operator must be indicated on the company/business profile.</p>	15	<ul style="list-style-type: none"> ▪ No relevant experience or less than 1 project = 0 ▪ 1 relevant project = 1 ▪ 2 relevant projects = 2 ▪ 3 relevant projects = 3 ▪ 4 or more relevant projects = 4
Total		100	
Maximum Scores		385	

The maximum points that can be scored on functionality equals 385.

Bidders that score less than 270 points out of 385 in respect of functionality will be regarded as non-responsive and will not be considered for further evaluation. Points scored by qualifying bidders will not be taken into consideration for price and preference point evaluation. **Only the qualifying proposals will be evaluated in Gate 1.**

14.2 Gate 1: Administrative (mandatory) requirements

Bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). **Correction fluid is not allowed and any cancellation on the bid document must be initialed by the authorized signatory.** During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

Table 1: Documents that must be submitted for administrative/mandatory requirements:

Document that must be submitted	Mandatory	Non-submission may result in disqualification
Original Bid Documents	YES	Duly completed and signed.
Company/Business Profile	YES	Company profile outlining the business plan and indicating the experience of the lead pest control operator
Invitation to Bid – SBD 1, Indicating Central Supplier Database Number	YES	Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection and proof of registration on CSD.
Pricing Schedule (Non-firm price) – SBD 3.1	YES	Must be completed.
Bidder's Disclosure – SBD 4	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	NO	Complete and sign the supplied pro forma document.
Pricing Schedule	YES	Attach Annexures A – E
Valid SAPCA certificate	YES	Attach copy of a valid SAPCA (South African Pest Control Association) certificate for the company
P – Registration Certificate for Pest Control Operators	YES	Attach copies of valid P – Registration Certificates for Pest Control Operators
COIDA Letter of Good Standing	YES	Attach valid letter of Good Standing issued by the Department of Employment and Labour.
Financial Capacity Submit either of the following documents: <ul style="list-style-type: none"> • An undertaking by a registered financial institution, such as a bank, to provide funding, or revolving credit, or overdraft facility, with a minimum credit of R250,000.00. This must not be a conditional assessment of credit rating or bank rating; or • An undertaking by the National Credit Regulator or Financial Service Provider (NCR/FSP) registered institution to provide funding or revolving credit with a minimum credit of R250,000.00 should the tender be successfully awarded to the bidder; or • A three-month bank statement averaging the minimum value of R250,000.00 not 	YES	Must be submitted

older than 30 days from the closure of the bid; or • An investment account with the minimum value of R250,000.00 readily accessible after the successful award to the bidder.		
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NB Bidders that do not comply with any of the stipulations as stated above may be disqualified from the evaluation process

14.3 Gate 2: In loco inspection

The following shall be verified during **in-loco inspection**:

- Branded company vehicles
Basic information required for branded vehicles:
 - Company Logo: Prominently displayed on the body
 - Contact Information: Phone number and website should be clearly visible
 - Colour Scheme: Consistent with the company's branding colours
- Valid P-Registration certificate for all company operators
- Valid SAPCA (South African Pest Control Association) certificate for the company
- Material safety data sheets for all chemicals to be supplied and used
- Clearly factory marked chemicals as approved by SABS
- Personal Protective Equipment and Clothing
 - Chemical resistant branded clothing (i.e. full protective work suit)
 - Chemical resistant footwear or boots with protective features)
 - Rubber or Nitrile Gloves
 - Face Masks and Respirators
 - Protective goggles/ safety glasses/full face shields
 - Company Identification Cards
- Specific Tools/ Fumigation Equipment
 - Inspection Tools
 - Flashlight
 - Inspection UV lights (used to identify droplets for bats and rats inside the roof)
 - Traps and Baits
 - Traps for Rodents, Mice and Insects
 - Bait Stations for outdoor with information sign board including emergency numbers
 - Bait Blocks for Bait Stations
 - Chemical Sprayers
 - Handheld Sprayers
 - Backpack Sprayers
 - Power Sprayers
 - Fumigation Equipment
 - Fumigation Machines
 - Gas Detector
 - High-pressure hoses
 - Foggers
 - Dusters
 - Bait Guns
 - Foamers
 - Granule Spreaders
- Previous Proof of disposal (The certificate of compliant which serves as proof that the empty containers for the hazardous chemical waste/pesticides were disposed of responsibly and according to the regulations)

Failure to comply with any of the requirements mentioned above will lead to disqualification.

14.4 Gate 3 Price/Preference Point System

Only Bidders that have complied with the requirements of Gate 2 will be evaluated in Gate 3 for price/preference point system.

The 80/20 price/preference point system will be applicable for this tender, where the 80 points shall be awarded for price and the 20 points shall be awarded for specific goals.

The preference points shall be allocated based on the specific goals below:

No	DESIGNATED GROUP	POINTS	MEANS OF VERIFICATION
1	Enterprises owned by at least 51% black people	2	Central Supplier Database (CSD)
2	Enterprises owned by at least 51% women	4	Central Supplier Database (CSD)
3	Enterprises owned by at least 51% youth	4	Central Supplier Database (CSD)
4	Enterprises owned by at least 51% persons with disability	2	Disability certificate issued by health professionals
5	Enterprises owned by at least 51% military veterans	2	Confirmation letter issued by Department of Military Veterans
6	Small, Medium and Micro Enterprises (SMMEs)	1	Central Supplier Database (CSD)
7	Enterprises located in rural areas or townships	2	Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
8	Enterprises located in Limpopo Province	3	Municipality Utility Bills or Lease Agreements or Proof of Residence from Tribal Authority or Municipality/ Municipal Council
TOTAL POINTS		20	

The bid will be awarded to the qualifying bidder scoring the highest points.

15. NOTES TO BIDDERS

15.1 The successful bidder is expected to provide the service upon signing the contract.

15.2 The Department reserves the right to amend, modify or withdraw these terms of reference or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any prospective service providers.

15.3 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

15.4 A proposal submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:

- the conditions under which the consortium will function;
- Its period of duration;
- The persons authorized to represent it;
- The participation of the several parties forming the consortium;
- The benefits that will accrue to each party;
- Any other information necessary to permit full appraisal of its functioning.

15.5 All costs incurred by the bidder in the preparation of the bid shall be fully absorbed by the bidder. Supporting documentation submitted with the bid will become the property of the Limpopo Department of Transport and Community Safety; unless otherwise requested by the bidder at the time of submission.

15.6 The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed bidders before final selection. The Department also reserves the right to call interviews with

short-listed bidders before final selection, and to negotiate price. If the negotiations between the Department and the preferred bidder/s fail with regard to the conclusion of a Service Level Agreement, the Department reserves its right not to proceed with the appointment of the preferred bidder/s without incurring any liability to compensate or reimburse the preferred bidder/s.

- 15.7 Bidders may ask for clarification on these terms of reference up to close of business five (5) working days before the deadline for the submission of bids. Any request for clarification must be submitted by email to the contact person.
- 15.8 Bidders may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any attempt by the bidder to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 15.9 Bidders submitting two or more offers on the same bid under the same company name should note that the highest offer will not be considered.
- 15.10 Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that does not provide all the required information completely and in a form that is required, may be regarded as non-responsive.
- 15.11 It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 15.12 The Department of Transport and Community Safety reserves the right not to award the bid to the bidder with the lowest price, to alter the terms and conditions of the bid and to cancel the bid at any time during the contract period.
- 15.13 The tender offer validity period is 90 days after the closure of the bid.
- 15.14 The successful bidder will enter into a service level agreement with the Department for the duration of the contract.
- 15.15 The provisions of the general conditions of contract will be applicable to this bid.

16. CONTACT INFORMATION

For inquiries and further information, contact: Mr Moloto PN (molotop@dtcs.limpopo.gov.za) or Ms Bopape MM (bopapemm@dtcs.limpopo.gov.za). **E-MAIL ENQUIRIES ARE PREFERRED and no telephone calls or visits to the respective person for further information will be entertained**

17. DISCLAIMER

The Limpopo Department of Transport and Community Safety reserves the right to accept or reject any or all tender without providing any reasons. Submission of a tender implies acceptance of all terms and conditions outlined in these Terms of Reference.

Approved/ ~~Not approved~~



Mr. MS Matjena

HoD: Transport and Community Safety

Date: 24/06/2025