land reform & rural development
Department
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

NDP 2030

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

ENQUIRIES: Ms T Zondi / Mr N Sibiya **BID NO:** SS-KZN 5/2/2/1 DLRRD **(006)** 2026/27 2L

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

INVITATION TO SUBMIT BIDS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN THE LAND CLAIMS COMMISSION DIRECTORATE 200 CHURCH STREET- KZN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. Bid No.: **SS-KZN 5/2/2/1 DLRRD (006) 2026/27 2L**
2. Closing Date: **Tuesday 15 December 2026** at **11h00am Telkom time**. Bids submitted after this date will not be accepted. Please note that vat vendors must include VAT at 15%.
   Compulsory Briefing Session Tuesday, 01 December 2026 at 10:00 in 200 Church Street RLCC Office Pietermaritzburg 3201.
3. The attached documents consist of **[68]** pages. Service provider to declare any controlling interest in any other related enterprise whether they are bidding for this contract.
4. The conditions contained in Supply Chain Management (General Conditions and Procedures) and the attached SBD 1, SBD 3.3 (Pricing schedule), SBD 4, SBD 6.1, terms of reference / specifications, entity forms, as well as any other conditions accompanying this request are applicable. Documents are to be completed, signed and witnessed (this is of utmost importance) and submitted with your proposal. Proof of delegation of authority to sign the documents must be included in your proposal.
5. If you are a shareholder or joint venture, it is essential that you indicate your percentage commission or profit before tax in order that the reasonableness of your bid price may be gauged. This information will be treated as strictly confidential. It is of utmost importance that the bidder should attach to the proposal, certified copies of shareholders certificates and identity documents.
6. **(Include the relevant Central Supplier Database summary report and the Tax compliance status pin or (valid tax clearance certificate)**
7. Please contact **Mr Bongani Ngcobo** on **033 341 2600** for any technical queries related to the project
8. All the documents accompanying this invitation must please be completed in detail where applicable and returned with your proposal. Emailed copies will NOT be accepted. The use of correction fluid on the bid document is prohibited.
9. The appointed service provider will be required to sign a contract at the KwaZulu-Natal Provincial Shared Service Centre at 270 Jabu Ndlovu Street, Pietermaritzburg, before the commencement of the project.
10. Please ensure that your bid reaches this office before closing time.
11. When submitting your bid, the following information must appear on the sealed envelope:
    Name and address of the bidder
    Bid number
    Closing date
12. All bids/quotations are to be numbered and initialled and sent for the attention of the Procurement Section and placed in the bid box on the first floor at 270 Jabu Ndlovu (Loop) Street, Pietermaritzburg OR if posted, place the envelope in a covering envelope addressed as follows:
13. The Department of Land Reform and Rural Development is not bound to accept the lowest or any quotation and reserves the right to accept any bids or part thereof.

Kind regards

DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT, PSSC KZN
FOR DIRECTOR –GENERAL: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
DATE: 24/11/2026

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SS-KZN 5/2/2/1 DLRRD (006) 2026/27 2L	CLOSING DATE:	15 December 2026	CLOSING TIME:	11:00 Telkom time
DESCRIPTION	INVITATION TO SUBMIT BIDS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN THE LAND CLAIMS COMMISSION DIRECTORATE 200 CHURCH STREET- KZN FOR A PERIOD OF THIRTY-SIX (36) MONTHS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)					
270 Jabu Ndlovu (Loop) Street at 1st Floor					
Pietermaritzburg					
3201					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms T Zondi	CONTACT PERSON	Mr Bongani Ngcobo
TELEPHONE NUMBER	033 264 9500	TELEPHONE NUMBER	033 341 2600
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Thobekile.zondi@dlrrd.gov.za	E-MAIL ADDRESS	bongani.ngcobo@dlrrd.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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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 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, 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: .....

ANNEXURE A

STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN THE PIETERMARITZBURG REGIONAL SHARED SERVICE CENTRE -KZN FOR A PERIOD OF THIRTY SIX (36) MONTHS.

COMPLIANCE WITH THE MANDATORY REQUIREMENTS CHECKLIST (To be completed by the bidder)

NO.	MANDATORY REQUIREMENT	ATTACHED	
		YES	NO
A.	Signed and dated company resolution letter		
B	Valid COIDA for **Cleaning as nature of business**		
C	Public Liability Insurance with **minimum cover amount of R1 million**		
D	Full completion of pricing schedule (SBD 3.3) and wage compliance with Dept. of Labour minimum wage rates		
E	UIF- Registration letter / letter of intent/ letter of good standing		
F	Valid registration with the bargaining council for cleaning		
G	Valid Sanitary waste disposal certificate		
	If bidder is not accredited to dispose waste:		
	Letter of intent from outsourced service provider is to be attached, which must include the bid reference number.		
	Valid Proof of registration or licence for sanitary waste disposal from the outsourced service provider		
H	Valid Pest control and Fumigation services certificate with P-number and a letter from the company. If the service outsourced, submit a signed letter / quotation from the sourced compliant service provider with the valid PCO certificate.		
I	Briefing session attendance- compulsory. Attendance register must be signed		

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

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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

BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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

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1. 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 tender 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;

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and

(f) "Historically Disadvantaged individuals" means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -

- Before 27 April 1994; or
- On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 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

2.2 **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.

2.3 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.

2.4 **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**

2.5 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.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 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.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.5 Locality (uMgungundlovu District Municipality and surrounding areas- not exceeding a 100km radius)

(a) A valid municipal services account (water, sanitation, rates and/or electricity) in the name of bidder/s or active director/s **or**

(b) A current valid lease agreement from the lessor **or**

(c) A letter on the letterhead of the ward councilor/traditional authority/ council that must be signed, stamped and dated.

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **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.

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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. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality (Umgungundlovu District Municipality) Out of Umgungundlovu Municipality (Promotion of South African owned enterprises or promotion of enterprises located in a specific province or promotion of enterprises located in a specific district)	3 0		

The number of points claimed for specific goals, are calculated as follow:

(I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:

- **Percentage ownership equity** x 8 ÷ 100 = number of points claimed.

(II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

- **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.

(III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.

(V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis

- **Percentage ownership equity** x 3 ÷ 100 = number of points claimed

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 points is allocated for price on the following basis:

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80/20

$$Ps = 80\,(1 + \frac{Pt - P\,max}{P\,max})$$

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 the table in paragraph 2.12 above 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.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?
(***Tick applicable box***)

YES		NO	

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: ..... %

ii) The name of the sub-contractor: .....

iii) Points claimed for HDI by the sub-contractor: .....

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1. Name of company/firm: .....

6.2. Company registration number: .....

6.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company

[TICK APPLICABLE BOX]

6.4. 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;

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(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: .....

.....

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

Directorate: Supply Chain Management, No 270 Jabu Ndlovu Street
Pietermaritzburg, 3201, TEL: (033) 2649500, FAX: (033) 264 1413

TERMS OF REFERENCE OF A SERVICE PROVIDER FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL AND FUMIGATION SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN THE REGIONAL LAND CLAIMS COMMISIONER OFFICE, 200 CHURCH STREET, PIETERMARITZBURG, FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. OBJECTIVES

1.1. The objective of the specification is to appoint a suitable Service Provider that can render the service for cleaning, hygiene, pest control and fumigation services for the Department of Land Reform and Rural Development: KwaZulu-Natal in the Regional Land Claims Commissioner Office, 200 Church Street, Pietermaritzburg, for period of thirty -six (36) months.

1.2. **PHYSICAL ADDRESS:** **200 Church Street**
African Bank Building
Pietermaritzburg

2. SCOPE OF WORK

• Number of floors	06	
• Offices	77	
• Open plan	01	
• Toilets cubicles	09	Women
	06	Men
• Hand wash basins	10	
• Urinals	04	Men
• Kitchens	05	
• Entrance foyer	N/a	
• Boardrooms	02	
• Passage	05	
• Surface to be cleaned approximately	2430m2	
• Estimated no. of Employees	105	

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- Visitors — 150 per month
- Parking Bays — 13
- Surface area to be cleaned (approximate) — **807.13 sq metres**
- Estimated no. of Employees — **29 (3rd and 4th floor)**
- Visitors — **+/- 20 per day**

3. TABLE OF QUANTITIES

TASK DESCRIPTION **A. OFFICES, BOARDROOMS/ MEETING ROOMS**	**FREQUENCE**
Cleaning floor according to the type	**Daily**
Dust/ wipe down all horizontal / vertical surfaces with a damp cloth	**Daily**
Dust desks and computers with a damp cloth	**Daily**
Wipe all telephones with a damp cloth with a suitably diluted disinfectant.	**Weekly**
Polish all wooden furniture	**Daily**
Clean directory boards	**Weekly**
Empty dust bins, waste paper baskets, wash and replace plastic inners.	**Twice Daily**
Clean picture frames and glass	**Daily**
Clean water bottles and drinking glasses, using washing liquid and refill with fresh water	**Daily**
Clean material partitions inside offices	**Weekly**
Washing of carpets and upholstered furniture.	**Quarterly/When required**
Damp wash vinyl covered furniture	**Weekly**

Initials .....

Spot clean marks from walls, doors, paint work and light switches	**Monthly**
Clean door handles, window stays, window fasteners and light switches	**Daily**
Vacuum carpets, if any	**Weekly / when required**
B. CLEANING OF ENTRANCES, FOYERS, CORRIDORS, PASSAGES, FIRE ESCAPES AND STAIRCASES	
Clean floor according to type	**Daily**
Pick up, clean all waste receptacles and dispose of all litter.	**Daily/When required**
Glass doors at the entrances must be cleaned with a damp cloth.	**Daily**
Spot clean all glass; windows, doors, door knobs and metal work and dust all accessible ledges to height of 2m.	**Twice a week**
Clean skirting and handrails	**Weekly**
Scrubbing, cleaning and polishing of passages and staircases.	**Daily**
C.TOILET CLEANING	
Cleaning of toilets (closet pans, urinals, wash bins and mirror) with SABS/SANS toilet cleaning soap +70% alcohol based disinfectant.	**Daily/When Required**
Supply plastic liners to all toilet bins	**Daily/When required**
Washing of toilet floors, walls, doors and pipes.	**Daily/When Required**
D. WINDOW, CURTAINS AND BLINDS	
Clean both faces of glass	**Weekly**
Dust curtains and blinds	**Weekly**

Initials .....

E. KITCHEN	
Kitchen floor area, cupboards must be cleaned with water and detergent	**Daily**
Supply and install paper towel dispensers in all kitchens	**Daily**
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 detergent	**Daily**
Fridges must be defrosted and cleaned with water and detergent	**Monthly**
Cutlery and crockery used during meetings must be cleaned	**Daily and when required**
F. WASTE BINS	
Waste bin must be cleaned	**When required**
Wash the waste bins and the refuse area	**Weekly**
Separate paper waste from general waste and use designated / labelled bins.	**N/A**
Supply heavy duty plastic bins bags	**60 bags monthly**
Supply bins lines for office bin waste	**60 bags monthly**
G. HAND WASH LIQUID SOAP AND DISPENSER	
Supply and installation of 2 x liquid soap dispenser in 3rd and 4th floor kitchens **NB: All soap dispenser's holders should be lockable to prevent theft.**	**2 units Once off**
Hand wash Liquid soap must be replenished (8 x 400ml monthly) Hand wash Liquid soap must be drip free and not harsh/ irritable to the skin non-ammoniated, antibacterial & non-fragrance.	**Weekly**
Liquid soap dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	**When required**

Initials .....

H. PAPER TOWEL DISPENSER / TOWELS	
Supply and installation of paper towel dispenser in 3rd and4th floor kitchen **NB: All soap dispenser's holders should be lockable to prevent theft.**	**2 units once off**
Hand paper towel dispensers must be replenished (supply 4 rolls monthly)	**Daily**
Hand towel dispenser must be replaced free of charge in the event of mechanical malfunctioning or factory fault.	**When required**
I. PEST CONTROL / FUMIGATION	
Provide full complement of pest control / fumigation for all offices, corridors, kitchen, entrance area and storerooms for all insects and rodents.3rd and 4th floor	**Quarterly**
Service Provider to submit Material safety data sheet for the chemicals to be used before conducting the service	
J. CARPET DEEP CLEANING	
Provide full complement of carpet deep cleaning within office environment	**Quarterly**

- **STAFFING REQUIREMENT**
  - Staff required:
  - Working Supervisor X 1
  - Cleaner X 1
  - Cleaning personnel must commence work daily by arrangement between 07:00 to 15:30

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**

4. THE PROPOSAL REQUIREMENTS

Initials .....

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
- Cleaners must be provided with two caution boards to ensure awareness of oncoming traffic when performing duties on floors
- The Service Provider complies 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 dispensers must be lockable to prevent theft. The Service Provider must install all 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/ color (holes must be filled and painted.

5. MANDATORY REQUIREMENTS

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

Initials .....

5.1. A signed and dated company resolution letter authorizing a person to sign the bid documents.

5.2. A valid letter of good standing for Compensation for Occupational Injuries Disease Act (COIDA) 1993. (Cleaning Services as the nature of business)

5.3. Public Liability Insurance [Proof of quotation obtainable from an Financial Sector Conduct Authority (FSCA / National Credit Regulator (NCR)] registered insurance company). Minimum amount of R1 000 000.00

5.4. 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.

5.5. Unemployment Insurance Fund (UIF). Proof of registration or letter for tender purposes, letter of intent or letter of good standing must be provided (obtainable from the Department of Labour).

5.6. Registration with the Bargaining Council for cleaning and hygiene services (Attach valid certificate)

5.7. Valid Sanitary waste disposal certificate. The bidder must submit a valid sanitary waste disposal certificate as proof of registration or licensing issued by the relevant National Department of Forestry, Fisheries and Environment, or Provincial equivalent, in terms of Section 49(1) of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), for the disposal of sanitary bin content /waste. If the bidder is not accredited to provide this service (sanitary waste disposal), **the bidder must provide a signed letter of intent** from an entity registered with the National/Provincial Department of Forestry, Fisheries and Environment, **and submit a valid certificate of waste disposal in the name of the company who issued the letter of intent**.

NB: The letter of intent should be accompanied by valid proof of registration or licence for sanitary waste disposal from the issuing company and include the bid reference number.

5.8. The appointed bidder will be required to provide Pest control and Fumigation service, as per the schedule. If the Pest Control (PCO) is employed by the company, then the bidder **must submit a signed letter** on the company letterhead stating such **and attach a valid copy of the PCO certificate for structural or fumigation**, as issued by the Department of Agriculture.

Initials .....

If the bidder is not registered to provide the service, the service should be outsourced to an accredited and registered Pest Control operator. **The bidder must submit a signed letter / quotation from the sourced compliant service provider for this bid with a valid copy of the Pest Control Operator (PCO) registration certificate containing a P-number for structural or fumigation** as issued by the Department of Agriculture. Should you have any pest control operator database queries, contact the technical advisors: RobertT@nda.gov.za (012 319 6970) or DavidM@nda.gov.za (012 319 6889). The certificate must indicate a P-number for compliance.

5.9. There will be a briefing session and attendance thereof is compulsory. (Failure to attend the briefing will disqualify the bidder). If the bidder fails to complete the company details on the attendance register, the bidder will be disqualified.

NB: If any of the above mandatory requirements are not met, the bidder will not be considered further in the process. REFER TO ANNEXURE A FOR THE RETURNABLE CHECKLIST

6. SPECIAL CONDITIONS OF CONTRACT

A company who has been rated for poor performance or has defaulted on any previous / current tender, the Department reserves that right not to consider their tender. A verification and risk assessment will be conducted.

If any mandatory document within the tender proposal provided is found to be fraudulent (i.e. appointment letters with completion certificates, COIDA certificates, Public Liability Insurance, etc.), the tenderer will be disqualified.

The tax status will be verified on Central Supplier Database.
Provide a copy of CSD Registration Summary Report or the CSD Registration Number on the SBD 1 Form

7. EVALUATION CRITERIA

Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation

Initials .....

Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and information provided.

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

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

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

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

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
1. ABILITY AND CAPABILITY	Company experience: Experience of the company in a cleaning and hygiene industry (Signed reference letter from client-company that the company is managing or has previously managed must be attached) **NB: Proof should be provided on the referring company letterhead and include value, duration of project/service provided and contact details of the project representative. Purchase orders or appointment letters will not be accepted.** **NB: The department reserves the right to check references provided and source other references to conduct a risk evaluation of performance of work undertaken.**	50
	Cleaning Company Supervisor to be utilized in the execution of the contract. Please attach personnel CVs entailing skills, experience in cleaning and hygiene and training certificates.	5
	Cleaning Company Supervisor's cleaning, hygiene and first aid certificates.	5
	Training and skills development plan (Please attach a detailed plan / programme that the personnel will receive prior commencement of work and for the duration of the contract) One day onsite training session per month of cleaning staff member by supervisor / outside specialist.	10

Initials .....

	Bidder's Protective clothing and SHEQ (Safety Health Equipment) in line with the Occupational Health Safety Act (attach uniform pictures with Company Logo and other related protective clothing) and relevant equipment to be provided and used by the cleaning staff.	10
2. METHODOLOGY	• Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed on daily basis; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plans.	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		**100**

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

SERVICE PROVIDER MUST MEET 60% OR MORE TO QUALIFY TO BE EVALUATED IN TERMS OF THE PRICE / SPECIFIC GOALS.

Initials .....

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Firms experience in cleaning and/or hygiene.	Less than or equal to 2 years of experience	More than 2 years to 4 years of experience	Combined projects more than 4 years to 6 years of experience	Combined projects more than 6 years to 8 years of experience	Combined projects More than 8 years of experience
Supervisor's experience in cleaning and hygiene.	Supervisors with less than 1 year experience in cleaning and hygiene	Supervisors with 1-2 years' experience in cleaning and hygiene	Supervisors with over 2- 3 years' experience in cleaning and hygiene	Supervisors with over 3- 4 years' experience in cleaning and hygiene	Supervisors with over 4 years' experience in cleaning and hygiene
Supervisor's cleaning, hygiene and first aid certificates.	Supervisor with no certificates	Supervisor with cleaning certificate only	Supervisor with cleaning certificate and Level 1 First Aid certificate	Supervisor with cleaning certificate with Level 2 First Aid certificate	Supervisor with cleaning certificate and Level 3 First Aid certificate
Training and skills development plan for all employees.	No plan at all or irrelevant	Training and skills development plan covering: -OHS/SHE or First Aid	Training and skills development plan covering all of the below: -First aid and -OHS /SHE -Cleaning Certificate or training proof - Level 1 First Aid Certificate	Training and skills plan covering all areas under rate-3 and also Chemical Hazardous Training and / or housekeeping -Cleaning Certificate or training proof kills - Level 2 First Aid Certificate	Training and skills programme covering all items on rating 4 including the following: -Interpersonal skills, and or -communication skills. -Cleaning Certificate or training proof - Level 3 First Aid Certificate
Bidder's Protective clothing and SHE (Safety Health Equipment)	No uniform pictures at all or, inadequate uniform or inappropriate pictures.	Bidders providing pictures of all of the below: -Uniform; -Safety boots; -Safety gloves	Bidders providing pictures of all of the below: -Uniform; -Safety boots; -Safety gloves; -Protective masks -Cautionary boards	-Uniform with Company Logo -Cleaning and Hygiene equipment and chemicals/products additional to items under rating 3.	First aid kit (attach pictures of contents) additional to items under rating 4.

Initials .....

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Methodology	No information or irrelevant.	Information covering only the scope of work	Work schedule attached in line with scope of work.	Flexibility plan in relation to both cleaning and hygiene included additional to items under rating 3.	Contingency plans attached additional to items under rating 4.

NB: The following scoring criterion will be used during evaluation of proposals.

EVALUATION / POINTS AWARDED FOR SPECIFIC GOALS

- **Evaluation in terms of Points awarded for specific goals**

The Bids that fail to achieve a minimum of **60 points out of 100 points** for functionality will be disqualified. This means that such bids will not be evaluated on the second stage (Preference Points System).

8. GENERAL CONDITIONS

8.1 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,

8.2 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.

8.3 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.

8.4 To be completed by the organ of state:

Initials .....

The maximum points for this tender are allocated as follows:

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

8.5 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.

8.6 Tenderers that fail to claim points for specific goals or that fail to fully complete he table in paragraph 2.12 below, will not be awarded points for specific goals.

8.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12

8.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Land Reform and Rural Development, will not be awarded points for specific goals.

8.9 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

8.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

8.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

8.10.2 Who is female-

- **Attach a copy of Identity Document (ID) and company registration document.**

8.10.3 Who has a disability.

- **Attach a certified copy or original doctor's letter confirming the disability.**

8.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

Initials .....

•Attach a copy of Identity Document (ID) and company registration document.

8.10.5 Locality (Umgungundlovu District Municipality and surrounding areas – not exceeding 100KM radius)

(a) a valid municipal services account (water, sanitation, rates, and electricity) in the name of the bidder/s or active director/s, not older than six (06) months **or**

(b) a current valid lease agreement from the lessor **or**

(c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped, and dated, not older than six (06) months.

8.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

8.12 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

Initials .....

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. HDI on the basis of race	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality (Umgungundlovu District Municipality) Out of Umgungundlovu District Municipality (Promotion of South African owned enterprises or promotion of enterprises located in a specific province or promotion of enterprises located in a specific district)	3 0		

(I)A maximum of 8 points may be allocated to tenderers who fall under the Historically Disadvantaged individuals (HDI) category on the following basis:

•Percentage ownership equity x 8 ÷ 100 = number of points claimed.

(II)A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:

•Percentage ownership equity x 5 ÷ 100 = number of points claimed.

(III)A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:

•Percentage ownership equity x 2 ÷ 100 = number of points claimed.

(IV)A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:

Initials .....

•Percentage ownership equity x 2 ÷ 100 = number of points claimed.

(V)A maximum of 3 points may be allocated to tenderers for locality, on the following basis:

•Percentage ownership equity x 3 ÷ 100 = number of points claimed.

8.13 It is important to note that failure by a tenderer to complete the table in paragraph 8.12 in full, will result in points for specific goals not to be allocated.

9. POINTS AWARDED FOR SPECIFIC GOALS

a. 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:

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.)

10. TERMS AND CONDITIONS OF THE PROPOSAL

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

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

10.3 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.

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

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

10.4.2 Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the

supervisor and not directly workers. Supervisor must ensure that cleaning materials are always available and that it should be replaced as required.

10.4.3 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.

10.4.4 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.

10.5 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.

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

10.7 Proof of quotations or any other documents is required for Public Liability Insurance for bidding process; however, proof of registration or contract/agreement must be submitted by the successful bidder within the period of seven working days after the award. The Department reserves the right to cancel the contract if these required documents are not submitted within the specified time.

10.8 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.

10.9 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.

Initials .....

10.10 Should the service provider not comply with any of the conditions contained in terms of reference during the contract period the DLRRD may cancel the contract within one-month notice.

10.11 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

10.12 Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.

10.13 Ensure that the Department is informed of any removal and replacement of personnel for security reasons.

10.14 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.

10.15 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.

10.16 All cleaning equipment and detergents should be provided by the bidder.

11 THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT SHALL:

11.1 Conduct business in a courteous and professional manner with the Service Provider.

11.2 Not accept responsibility/liable of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

11.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

11.4 The DLRRD 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.

12 SERVICE LEVEL AGREEMENT

12.1 The Department of 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;

Initials .....

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

12.2 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;

12.3 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 authorized to do so in writing by the Department;

12.4 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;

12.5 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;

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

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

7. PUBLICATION

- Departmental Website
- EPortal
- Twenty one calender Days (21 days)
- The bid is valid for a period of 90 days

8. BRIEFING SESSION

There will be a compulsory site briefing/ site inspection, and attendance thereof is compulsory. Compulsory Briefing session will be held at 200 Church Street, Pietermaritzburg.

14. ENQUIRIES:

Query	Name	Contact Details
Technical	Mr Bongani Ngcobo	033 341 2600 bongani.ngcobo@dlrrd.gov.za
SCM	Mr.Bongani Magudulela	033 264 9500 Bongani.Magudulela@dlrrd.gov.za

15. APPROVAL

Terms of reference are supported and approved as follows:

NAMES AND SURNAME	SIGNATURE	SUPPORTED / NOT SUPPORTED / COMMENTS
Bongani Ngcobo		SUPPORTED
Simphiwe Nzimande		SUPPORTED
Sophiana Fundi		Supported
Nonthuthuzelo Madondo		Supported
Siyanda Ngcobo		Supported

TERMS OF REFERENCE FOR THE RENDERING OF STANDARD CLEANING, HYGIENE, PEST CONTROL FUMIGATION SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN THE LAND CLAIMS COMMISSION DIRECTORATE, KWAZULU-NATAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS

APPROVED / NOT APPROVED / COMMENTS:

CHAIRPERSON: BID SPECIFICATION COMMITTEE	**NAME AND SURNAME:** Mr. Mnyamezeli Dlamini
Date:	**Signature:**

PART A: EQUIPMENT AND MATERIAL SCHEDULE: 200 CHURCH STREET, PIETERMARITZBURG

	DESCRIPTION	QUANTITY FOR 36 MONTHS	PRICE		
			PRICE PER ITEM	MONTHLY	TOTAL PRICE FOR THE 36 MONTHS CONTRACT PERIOD
1.	Industrial electrical Powered vacuum cleaner	4			
2.	Industrial Carpet Washing Machine	1			
3.	Janitor trolleys-complete with bucket, wringer, cloths	1			
4.	Sweeping mop complete	48 (4 Mops at all times replaced quarterly)			
5.	Toilet brushes	90 (15 at all times replaced every six months)			
6.	Soft brooms	24 (4 brooms at all times replaced every six months)			
7.	Feather dusters	24 (4 feather duster at all times replaced every six months)			
8.	Cloth	144 (4 cloth at all times replaced monthly) colour-corded			

Initials.....

9.	Swabs	144 (4 per month)			
10.	Ammoniated liquid detergent cleaner	12 x 25 liters (1X25L per quarter)			
11.	Multi purpose cleaning / scrubbing liquid soap.	12 x 25liters (1X25L per quarter)			
12.	Toilet scrubbing and cleaning soap	36 x 20 liters (1 x 20L per month)			
13.	Pine gel	24 x 5liters (4 X 25L per six months)			
14.	Dishwashing Liquid	36 x 8 liters (8L per month)			
15.	Liquid furniture non wax and non water based aerosol	144 cans (4 cans per month)			
16.	Sanitizer drip-master for urinals	6 once off			
17.	Refills for drip-master	6 X 400ml per month)			
18.	Toilet Bowl Cleaner Compound	720 x 5liters (4X5L per month)			
19.	Anti-Septicum disinfectant	36 x 5liters (1 x 5L per month)			
20.	Dust pan set	24 sets (4 sets per 6 months)			

Initials.....

21.	Carpet Cleaning Shampoo	48 x 5litres (4X5L per quarter)			
22.	Window Cleaner	36 x 5liters (1X5L per month			
23.	Industrial Extension cord	4X10m			
24.	Refuse plastic bags- heavy duty	5760 (160 per month)			
25.	Hand paper towel dispenser	10 Unit (once off)			
26.	Replenishment of Paper towels	720 rolls (20 rolls per month)			
27.	70% Alcohol based hand sanitizer	36 x 5Liters (1x5L per month)			
28.	Foot pedal COVID 19 Waste bin (PPE)	5 (10 L capacity- once off)			
	Plastic bags for COVID-19 bins (red)	720 (20 bags per month)			
29.	Removal hazardous waste material	144 each (04 times per month)			
30.	Automatic Air freshener dispensers	5 Units- once off			
31.	Replenishment of Air Freshener	180 x 200ml (5 x 200ml per month)			
32.	Wall mounted bins	10 x 32L (once off)			

Initials.....

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33.	2-Ply Facial Tissues White 180 Tissues (205mm x 190 mm)	N/A			
34.	Scrubbing Brush	N/A			
35.	Seat wipe dispensers	15 units (once off)			
36.	Toilet paper holders	15 units (once off)			
37.	Sanitary hygiene plastic bag dispensers	9 units (once off)			
38.	Wall mounted hand foam soap automatic dispenser	10 units (once off)			
39.	New SHE bins in all ladies' toilets,	9 x 23 liters (Once off)			
40.	Sanitary hygiene plastic bags	648 (18 x 50 per Packet per month)			
41.	Toilet seat wipes	540 (15 x 100 per pack toilet seat wipes per month)			
42.	Toilet paper rolls **(2 ply)**	900 bales (25 bales: 48 rolls per bale per month)			
43.	Hand wash foam soap	360 liters (10 X 1L per month)			
44.	Office Bin liner bags (20lt- clear)	5400 (150 per month)			
45	Dispenser batteries for contact period (automatic dispensers) within office environment, batteries must be of good quality	When required			

Initials.....

PRICING SCHEDULE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A STANDARD CLEANING, HYGIENE, PEST CONTROL, FUMIGATION SERVICES FOR THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IN THE LAND CLAIMS COMMISSION DIRECTORATE, KWAZULU-NATAL FOR A PERIOD OF THIRTY-SIX (36) MONTHS

SBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF SERVICE PROVIDER: .....Bid NO.:

CLOSING DATE & TIME: .....

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

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

TOTAL PRICE R.....

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

N.B

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

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

A. LABOUR RATES

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	QUANTITY REQUIRED	CONTRACT DURATION	TOTAL COST FOR THE PROJECT FOR DURATION 36 MONTHS
WORKING SUPERVISOR/CLEANER	R.....	1	36 MONTHS	R.....
PROFIT, OVERHEADS AND OTHER RELATED COSTS (WORKING SUPERVISOR)	R.....	1	36 MONTHS	R.....
GENERAL CLEANERS	R.....	3	36 MONTHS	R.....
PROFIT, OVERHEADS AND OTHER RELATED COSTS (GENERAL CLEANER)	R.....	3	36 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)				R.....
VAT @ 15%				R.....
TOTAL COST (INCL VAT)				R.....

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

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Bid No.: .....

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

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

44

Bid No.: .....

B. CLEANING EQUIPMENT, MACHINERY, CLEANING DETERGENTS

DESCRIPTION	ALL INCLUSIVE MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 36 MONTHS
EQUIPMENTS AND MACHINERY	R.....	36 MONTHS	R.....
CLEANING DETERGENTS	R.....	36 MONTHS	R.....
SUBTOTAL COST (EXCL VAT)			R.....
VAT @ 15%			R.....
TOTAL COST (INCL VAT)			R.....

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

45

Bid No.: .....

C. HYGIENE SERVICE

HYGIENE SERVICE TASK DESCRIPTION	QUANTITY OF CONSUMABLES PER MONTH	MONTHLY COST	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 36 MONTHS
Supply and installation of new SHE bin (See item I of the scope of work)	9 UNITS (ONCE OFF)		36 MONTHS	R.....
Supply and replenishment of Bin Liner bags (Clear)	150 PER MONTH	R..... Per month	36 MONTHS	R.....
Supply and replenishment of refuse plastic bag (Black)	160 PER MONTH	R..... Per month	36 MONTHS	R.....
Supply and installation of sanitary hygiene plastic bag dispensers	9 UNITS (ONCE OFF)		36 MONTHS	R.....
Supply of sanitary hygiene plastic bag	18 X 50 PER PACKET PER MONTH	R..... Per month	36 MONTHS	R.....
Supply and installation of seat wipe dispensers in both female and male toilets	15 UNITS (ONCE OFF)		36 MONTHS	R.....
Supply of tissue seat wipes	15 X 100 SEAT WIPES PER MONTH	R..... Per month	36 MONTHS	R.....

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

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Bid No.: .....

Supply and installation of metal lockable toilet paper holders in both female and male toilets	**15 UNITS (ONCE OFF)**		**36 MONTHS**	**R.....**
2 PLY TOILET PAPER ROLLS	**25 BALES PER MONTH (48 ROLLS PER BALE)**	**R.....** Per month	**36 MONTHS**	**R.....**
Supply and installation of hand paper dispenser	**10 UNIT (ONCE OFF)**		**36 MONTHS**	**R.....**
Replacement of paper towels	**20 ROLLS PER MONTH**	**R.....** Per month	**36 MONTHS**	**R.....**
Supply of paper towel bin	**10 UNITS (ONCE OFF)**		**36 MONTHS**	**R.....**
Supply and installation of wall mounted hand wash foam plastic dispenser in both female and male toilets and the kitchen	**10 UNITS (ONCE OFF)**		**36 MONTHS**	**R.....**
Supply of hand wash foam	**10 X 1L PER MONTH**	**R.....** **Per month**	**36 MONTHS**	**R.....**
Supply and installation of automatic air freshener dispenser	**5 UNITS**	R..... Per month	36 MONTHS	**R.....**
		R.....	**36 MONTHS**	**R.....**

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

Bid No.: .....

Supply & replenishment of automatic Air Freshener	**5 x 200ML PER MONTH**	Per month		
Supply liquid furniture non wax and non water based aerosol	**4 x 175ML CANS PER MONTH**	R..... Per month	**36 MONTHS**	R.....
Supply dishwashing liquid	**8 LITRES PER MONTH**	R..... Per month	**36 MONTHS**	R.....
Supply hand sanitizer (70% alcohol based SABS / SANS approved)	**1 x 5LITRE PER MONTH**	R..... Per month	**36 MONTHS**	R.....
Supply 2-Ply Facial Tissues White 180 Tissues (205mm x 190 mm)	**N/A**	R..... Per month	**36 MONTHS**	R.....
Supply Toilet Bowl Cleaner Compound	**4 x5LITRE PER MONTH**	R..... Per month	**36 MONTHS**	R.....
Supply Anti-Septicum disinfectant	**1 X 5LITRE PER MONTH**	R..... Per month	**36 MONTHS**	R.....
Supply Carpet Cleaning Shampoo	**1 X 20 LITRE PER QUARTER**	R..... Per month	**36 MONTHS**	R.....
Supply Window Cleaner		R.....	**36 MONTHS**	R.....

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

KS

	1 x 5LITRE PER MONTH	Per month		
SUB TOTAL COST (EXCL VAT)				R.....
VAT @ 15 %				R.....
TOTAL COST FOR THE PROJECT (INC VAT)				R.....

D. PEST CONTROL AND FUMIGATION SERVICES

DESCRIPTION	QUANTITY	COST PER QUANTITY	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION 36 MONTHS
Pest control & Fumigation services	Quarterly 4 times per year	R.....	36 MONTHS	R.....
VAT @ 15 %				R.....
TOTAL COST FOR THE PROJECT (INC VAT)				R.....

Bid No.: .....

E. CARPET AND BLINDS CLEANING

DESCRIPTION	QUANTITY	COST PER QUANTITY	CONTRACT DURATION	TOTAL COST FOR THE PROJECT DURATION FOR 36 MONTHS
Carpet & Blinds cleaning services	Quarterly 4 times per year	R.....	36 MONTHS	R.....
VAT @ 15 %				R.....
TOTAL COST FOR THE PROJECT (INC VAT)				R.....

Bid No.: .....

SUMMARY OF THE TOTAL COST

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

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

SI

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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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

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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

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person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

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

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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.

reform
rural development
Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

2030

Logis

SUPPLIER MAINTENANCE

BAS ☐ LOGIS ☐

OFFICE ☐

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

The Director General: Department of 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 Details	
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 ☐ Company ☐ CC ☐ Partnership
☐ Department ☐ Trust ☐ Other

Department number ☐

Other Specify ☐

Supplier Banking 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, they confirm that all the information completed by the entity is correct.	Bank stamp It is hereby confirmed that these details have been verified against the following screens: **ABSA** – CIF screen **FNB** – Hogans system on the CIS4 **STD** Bank – Look-up-screen **Nedbank** – Banking Platform under the Client Details tab

Contact Details			
Business	*Area Code*	*Telephone Number*	*Extension*
Home	*Area Code*	*Telephone Number*	*Extension*
Fax	*Area Code*	*Telephone Number*	
Cell	*Cell Code*	*Cell Number*	
E-mail Address			
Contact Person			

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

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