



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date: 31/05/2023

Closing Date: 06/06/2023

Closing Time: 11:00

INSTITUTION DETAILS

Institution Name: Amajuba EMS

Province: KwaZulu-Natal

Department of entity: Department of Health

Division or section: Supply Chain Management

**Place where goods/
service is required:** Amajuba District EMS BASES

Date Submitted: 31/05/2023

ITEM CATEGORY AND DETAILS

Quotation number: EMA 011/23/24

Item Category: Services

Item Description: Pest control services for 5 EMS Bases (36 months contract)

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Not applicable

Time: Not applicable

Venue: Not applicable

QUOTES CAN BE COLLECTED FROM: AMAJUBA DISTRICT OFFICE, 38 VOORTREKKER STREET, NEWCASTLE, 2940

QUOTATION SHOULD BE DELIVERED TO: AMAJUBA DISTRICT OFFICE, 38 VOORTREKKER STREET, NEWCASTLE, 2940 OR E-MAILED TO Amajuba.SCMQuotations@kznhealth.gov.za

ENQUIRIES REGARDING ADVERT MAY BE DIRECTED TO:

Name: Khaya Mthethwa/ S'nenhlanhla Mkhize

Email: Amajuba.SCMQuotations@kznhealth.gov.za

Contact number: 034 328 7030/7054

Finance Manager Name: C.N. KHUMALO

Finance Manage signature: _____

OFFICIAL PRICE PAGE FOR QUOTATIONS OVER R2 000.01

QUOTE NUMBER: ZNQ / EMA / 011 / 23 / 24

DESCRIPTION: PEST CONTROL SERVICES

PREFERENCE POINTS WILL BE ALLOCATED ACCORDING TO THE IMPLEMENTATION OF SPECIFIC GOALS IN TERMS OF PPR 2022:	POINTS ALLOCATED
Promotion of South African owned enterprises	20

ICN NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	BRAND & MODEL	COUNTRY OF MANUFACTUR E	PRICE	
						R	C
	36		PEST CONTROL SERVICES at				
	Months		5 X E.M.S. BASES :				
	Contract		EMS District Office, Charlestown, Utrecht,				
			Dannhauser, and Madadeni.				
			(Specification attached, NB:				
			PEST CONTROL SERVICE CERTIFICATE				
			TO BE ATTACHED)				
			NB: Complete price schedule attached				
			Promotion of South African				
			owned enterprises				
			Ownership verification may be conducted				
			through CSD.				
			(FAXED OR E-MAILED OR HAND				
			DELIVERED QUOTATIONS ARE				
			ACCEPTED)				
			Please sign the Evaluation Criteria form				
			attached.				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)							
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)							

DOES THIS OFFER COMPLY WITH THE SPECIFICATION? YES / NO
 IS THE PRICE FIRM? YES / NO
 DOES THE ARTICLE CONFORM TO THE S.A.N.S. / S.A.B.S. SPECIFICATION? YES / NO

STATE DELIVERY PERIOD (E.G. 3 DAYS, 1 WEEK) _____

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED: _____

DATE: _____

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid/quotation 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.

1 Definitions

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
- 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

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:

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

15 Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

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

18 Contract amendments

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

19 Assignment

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

20 Subcontracts

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

21 Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22 Penalties**
- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for default**
- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24 Anti-dumping and countervailing duties and rights**
- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25 Force Majeure**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26 Termination for insolvency**
- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27 Settlement of Disputes**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.
- 28 Limitation of liability**
- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29 Governing language**
- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30 Applicable law**
- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31 Notices**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32 Taxes and duties**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33 National Industrial Participation (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.
- 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.

SPECIAL CONDITIONS OF CONTRACT

1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (domicilium citandi et executandi) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
(i) that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk;
(ii) it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

14. TERMINATION FOR DEFAULT

- 14.1. 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:
- (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. 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.
- 14.3. 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.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

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

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

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4. The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goal/s allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of South African owned enterprises	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm: _____
- 4.4. Company registration number: _____
- 4.5. TYPE OF COMPANY/ FIRM [tick applicable box]
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have --
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



SPECIFICATION FOR

PEST CONTROL SERVICE

EMS AMAJUBA DISTRICT OFFICE , CHARLESTOWN BASE , UTRECHT BASE ,
DANNHAUSER BASE , MADADENI BASE

Note: All chemicals used within this contract shall be non- toxic and odourless:

1. ENTIRE BUILDING INTERNALLY AND EXTERNALLY

1.1 This pest control service is for the eradication and control of all pests and vermin (Rats, Mice, Cockroaches, Snakes, Bird lice, all Types of ants, Moth Larvae, Fish moths, wasps and bees etc.) In the areas as depicted in Annexure A

1.2. This service contract does not cover the eradication of termites (white ants) or bees.

1.2.1 Should an exceptional situation arise where the institution requires the eradication or treatment of termites or bees, a separate quotation based on the travelling and hourly rates as indicated in the price schedule will be called for.

2. SERVICE PERIODS

2.1 A full treatment of all the areas as indicated in the schedule shall be carried out **once every TWO MONTHS for the first six (6) months and then once every THREE MONTHS for remaining thirty (30) months** commencing from the date of official site handover to the contractor


NB!! Number of services to be quoted for = 13 services for the period of 36months calendar period.

3. SERVICE HOURS

3.1 All servicing must be carried out during normal working hours.

3.2 Official working hours is defined as between 08:00 and 15:30 weekdays only. (Mon. to Fri.)

3.3 Servicing will be carried out with the least possible inconvenience to the staff.


26/05/2011

4. RE- INFESTATION

4.1 If in between each service re- infestation of any type of pests become apparent the contractor will be required to provide an immediate service in the specified infested area to the complete satisfaction of the Charlestown EMRS Base.

5. SERVICE PROCEDURE

5.1 No servicing is to be carried out before the contractor has made prior arrangements for a service date with the Office Administrator.

5.2 Such service arrangement shall be made at least **SEVEN (7)** days prior to the actual proposed service date.

5.3 On arrival at the institution on the date of service the contractor will be required to report to the Office Administrator and to sign the contractor site visit register before any servicing takes place.

5.4 On completion of the service procedure the contractor will once again be required to report to the Office Administrator to sign the contractor site visit register.

5.5 When the contractor arrives on site to carry out servicing, he must be in possession of the service schedule "**ANNEXURE A**"

5.6 This schedule must be signed by the person of each office / floor where servicing has been completed in terms of the specifications.

5.7 The signature of the staff member will verify that the service has been carried out to the satisfaction of the Office Administrator.

5.8 The properly completed and signed "**ANNEXURE A**" must be filled in by the service technician with the date and company stamp and attached to the contractor's invoice which must be forwarded for payment to:

THE DISTRICT MANAGER
EMRS AMAJUBA DISTRICT OFFICE
PRIVATE BAG X 6671
NEWCASTLE
2940

FOR ATTENTION: FINANCE DEPARTMENT

BP Mbongwe

5.9 Failure to comply with the instructions pertaining to the service schedule could result in the payment for the service being withheld.

6. PAYMENTS

6.1 Payments shall be made after each service has been carried out and the relevant documents have been submitted.

7. CONTRACT PERIOD AND CONDITIONS

7.1 The contract resulting from the acceptance of the successful contractor's quotation by: The District Manager shall be valid for a period of **THIRTY SIX (36) calendar months**, calculated from the official date of site handover and acceptance.

8. CONTRACT CANCELLATION

8.1 The Department of Health, Kwa-Zulu Natal, through the appointed District Manager reserves the right to cancel the contract by means of one calendar month written notice should the contractor not carry out the servicing in terms of the contract and specifications to the complete satisfaction of the Office Administrator, Amajuba Health District.

9. CONTRACT ASSIGNMENT

9.1 The successful contractor shall not by any means assign this contract or sub-contract any portion of this contract to any other company, firm or person without the express written authority of the District Manager, Amajuba Health District.

9.2 This contract shall also be automatically cancelled should the successful contractors company make any change in status i.e., new ownership, contractor deceased, declared insolvent etc.

10. CONTRACT OF INSURANCE

10.1 This contract agreement shall not be construed as a contract of insurance.

11. CHEMICAL HANDLING

11.1 All application, storage and handling of pest control chemicals shall be carried out according to SABS Codes of Practice and the Occupational Health and Safety Act 85 of 1993.

12. REGISTRATION

12.1 Contractors who intend to submit quotations for pest control service must be registered with the Department of Agriculture in Pretoria.

BP mbonye

12.2 Registration must be for the various types of chemicals and procedure application as required.

12.3 It will be a requirement that certified copies of all registration certificates must accompany the quotation documents.

12.4 Data sheets of all chemicals that will and might be used must be submitted with the quotations.

12.5 Companies submitting their quotations without the relevant certificates and data sheets on the chemicals will not be considered for the contract awarding procedure.

13. HEALTH AND SAFETY

13.1 The contractor is to supply a health and safety plan and a risk assessment plan for the execution of this contract. (To be discussed with the Health and Safety Manager prior to service).

13.2 The contractor shall observe all safety precautions throughout the performance of this contract.

13.3 All work shall be in strict accordance and all applicable health and safety requirements as per the Occupational Health and Safety Act 85/1993 as amended shall be adhered to.

13.4 The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of works.

14. SPECIAL ENTRANCE

14.1 Certain areas within the building may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the Office Administrator; the contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.

15. UNIFORMS AND PERSONNEL PROTECTIVE CLOTHING

15.1 All contractors, personnel working within this building as specified in this contract shall wear distinctive uniform clothing. The contractor shall determine the need for and provide any personnel protective items required for the safe performance of work.

15.2 Personnel Protective clothing, equipment and devices shall comply and conform to the Occupational Health and Safety Act 85/1993 as amended.

BP mbongwe

16. USE OF PESTICIDES

16.1 The contractor shall be responsible for the application of pesticides according to the label; all pesticides used by the contractor must be registered with the Department of Agriculture.

16.2 The contractor shall adhere to the following rules for pesticides.

16.2.1 APPROVED PRODUCTS

16.2.2 The contractor shall not apply any pesticide product that has not been included in the pest control plan or approved by the Department of Agriculture.

17. PESTICIDE STORAGE

17.1 The contractor shall not store any pesticide product within this building as specified in this contract.

18. MINIMIZATION OF RISK

18.1 When pesticide use is necessary the contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

GENERAL SERVICING PROCEDURES

19. GENERAL SERVICING PROCEDURES

19.1 Every room or enclosure within the building is to be treated with chemical spray as per SABS CODES of Practice.

19.2 Provision must also be made for the application of a chemical gel in strategic areas of each office or department after chemical spray.

19.3 All built in cupboards shall be internally sprayed and gel treated.

19.4 All storage rooms such as, store rooms, achieves, kitchens etc. shall be treated with spray and gel.

19.5 The entire building including the plumbing and sewer duct areas is to be sprayed and rodent bait treated.

19.7 All sewage and storm water manholes are to be opened and spray treated at each service.

BP mborje

19.8 The contractor is to be in possession of his own tools and equipment to open sewage drains and storm water manholes.

19.9 The surrounds of every open type waste water gulley and water way shall be spray treated at every service.

19.11 All edges of all concrete walkways within the enclosed passage shall be spray treated at each service.

20. OBJECTIONS AND COMPLAINTS.

20.1 Should the contractor experience any problems or an objection from staff, the matter is to be reported to the Office Administrator so that action can be taken to rectify the situation.

20.2 Under no circumstances must the contractor involve himself /herself in arguments or altercations with staff.

21 NONE SERVICING OF SPECIFIC AREAS

NOTE:

21.1 Requests by staff in an office not to carry out service procedures in a specific area must be ignored by the service contractor.

21.2 The only occasion when such a request is to be honoured is when the request is made by the Office Administrator and the request is based on the fact that the room or area in question is housing a staff member who is suffering from respiratory complications and some alternate chemical or method is used to service the area.

21.3 In all cases where such a request is made the service technician is to note this fact in the remarks column of the service schedule and the requesting officer is to sign the service schedule accordingly.

22. REQUEST FOR EXTRA TREATMENT

22.1 The contractor may not undertake to perform any extra pest control, servicing on the request of staff.

22.2 Any extra work carried out without the written authority of the Office Administrator will be to the contractor's account.

22.3 The issue of chemicals to any unauthorised persons within the institution for their private use is not permitted.

22.4 Contractors found contravening this clause will be removed from site and the contract cancelled.

BP mboy...



EMS DISTRICT OFFICE

LIST OF PLACES THAT REQUIRE SERVICE : ANNEXURE A

DATE	LOCATION	SIGN THAT FUMIGATION HAS TAKEN PLACE
	D.M. OFFICE NO. 1	
	CLEANER ROOM NO.3	
	BOARDROOM NO.2 & 5	
	OFFICE NO. 5	
	HR OFFICE NO. 6	
	FIO OFFICE NO. 7	
	OFFICE NO. 8	
	OFFICE NO. 11&9	
	OFFICE NO. 10	
	OFFICE NO. 13	
	OFFICE NO. 12	
	MALE TOILET NO. 14	
	OFFICE NO. 15&17	
	FEMALE TOILET NO. 16	
	KITCHEN NO. 18	
	OFFICE NO. 20 (2 offices)	
	EQUIPMENT ROOM NO. 23	
	OFFICE NO. 19 & 21	
	OFFICE 22	
	COMM.CENTRE NO. 24	
	(OFFICE NO. 25 INSIDE 24)	
	STOCK ROOMS NO. 30-34	
	STOCK ROOM NO. 29	
	<i>Fire escapes</i>	
	<i>Parking & Washbay</i>	
	<i>Oxygen cages</i>	
	<i>External building – main sewer line manhole, enclosed area exiting and around the base</i>	

ON Award.

BP mboyn

23. SCHEDULE OF INFORMATION

23.1 The following schedule of information is required.

A: Contractor or Firm Name:

B: Postal Address:

C: Physical Address:

D: Telephone Number:

E: Facsimile Number:

F: Cellular Number:

G: Has the contractor carried out work for the Administration in the past and if so, supply details:

PRICE SCHEDULE-EMS DISTRICT OFFICE

24. SCHEDULE OF PRICES

24.1 Cost per kilometre from base to Amajuba District Office in case of callout for exceptional requests(excluding VAT)	R
24.2 Hourly labour rate for pest control technician including rate for and assistant in case of callout for exceptional requests(excluding VAT)	R
24.2.1 THE ABOVE TWO PRICES DO NOT FORM PART OF THE SERVICE PRICE	
24.2.2 PRICING FOR EACH SERVICE SHALL INCLUDE ALL TRAVELLING, LABOUR, RENTAL EQUIPMENT AND COSTS FOR THE TECHNICIAN AND ALL ASSISTANTS TO CARRY OUT THE SERVICE AS PER THE SPECIFICATIONS	
24.3 PRICE PER EACH CARRIED OUT AS PER THE SPECIFICATIONS	R
24.4 TOTAL CONTRACT PRICE FOR FIVE (5) (THREE X 2 MONTHLY AND TWO X SERVICES SERVICE QUARTLELY) DURING THIS CONTRACT PERIOD OF FIRST TWELVE MONTHS (1940m ²)	R
24.5 TOTAL CONTRACT PRICE FOR EIGHT (8) SERVICES - ONCE EVERY QUARTER FOR THE REMAINING CONTRACT PERIOD OF 2 YEARS (1940m ²)	R
24.6 TOTAL CONTRACT PRICE FOR THIRTEEN (13) SERVICES DURING THE CONTRACT PERIOD OF THIRTY SIX (36) MONTHS (1940m ²)	R
OFFICIAL QUOTATION DOCUMENT MUST FULLY COMPLETED	

AUTHORISED COMPANY SIGNATURE:

NAME IN PRINT:

COMPANY NAME:

COMPANY STAMP

PRICE SCHEDULE-EMS CHARLESTOWN BASE

24. SCHEDULE OF PRICES

24.1 Cost per kilometre from base to Base in case of callout for exceptional requests(excluding VAT)	R
24.2 Hourly labour rate for pest control technician including rate for and assistant in case of callout for exceptional requests(excluding VAT)	R
24.2.1 THE ABOVE TWO PRICES DO NOT FORM PART OF THE SERVICE PRICE	
24.2.2 PRICING FOR EACH SERVICE SHALL INCLUDE ALL TRAVELLING, LABOUR, RENTAL EQUIPMENT AND COSTS FOR THE TECHNICIAN AND ALL ASSISTANTS TO CARRY OUT THE SERVICE AS PER THE SPECIFICATIONS	
24.3 PRICE PER EACH CARRIED OUT AS PER THE SPECIFICATIONS	R
24.4 TOTAL CONTRACT PRICE FOR FIVE (5) (THREE X 2 MONTHLY AND TWO X SERVICES SERVICE QUARTLELY) DURING THIS CONTRACT PERIOD OF FIRST TWELVE MONTHS (108m ²)	R
24.5 TOTAL CONTRACT PRICE FOR EIGHT (8) SERVICES - ONCE EVERY QUARTER FOR THE REMAINING CONTRACT PERIOD OF 2 YEARS (108m ²)	R
24.6 TOTAL CONTRACT PRICE FOR THIRTEEN (13) SERVICES DURING THE CONTRACT PERIOD OF THIRTY SIX (36) MONTHS (108m ²)	R
OFFICIAL QUOTATION DOCUMENT MUST FULLY COMPLETED	

AUTHORISED COMPANY SIGNATURE:

NAME IN PRINT:

COMPANY NAME:

COMPANY STAMP

PRICE SCHEDULE-EMS UTRECHT BASE

24. SCHEDULE OF PRICES

24.1 Cost per kilometre from base to Base in case of callout for exceptional requests(excluding VAT)	R
24.2 Hourly labour rate for pest control technician including rate for and assistant in case of callout for exceptional requests(excluding VAT)	R
24.2.1 THE ABOVE TWO PRICES DO NOT FORM PART OF THE SERVICE PRICE	
24.2.2 PRICING FOR EACH SERVICE SHALL INCLUDE ALL TRAVELLING, LABOUR, RENTAL EQUIPMENT AND COSTS FOR THE TECHNICIAN AND ALL ASSISTANTS TO CARRY OUT THE SERVICE AS PER THE SPECIFICATIONS	
24.3 PRICE PER EACH CARRIED OUT AS PER THE SPECIFICATIONS	R
24.4 TOTAL CONTRACT PRICE FOR FIVE (5) (THREE X 2 MONTHLY AND TWO X SERVICES SERVICE QUARTLELY) DURING THIS CONTRACT PERIOD OF FIRST TWELVE MONTHS (158m ²)	R
24.5 TOTAL CONTRACT PRICE FOR EIGHT (8) SERVICES - ONCE EVERY QUARTER FOR THE REMAINING CONTRACT PERIOD OF 2 YEARS (158m ²)	R
24.6 TOTAL CONTRACT PRICE FOR THIRTEEN (13) SERVICES DURING THE CONTRACT PERIOD OF THIRTY SIX (36) MONTHS (158m ²)	R
OFFICIAL QUOTATION DOCUMENT MUST FULLY COMPLETED	

AUTHORISED COMPANY SIGNATURE:

NAME IN PRINT:

COMPANY NAME:

COMPANY STAMP

PRICE SCHEDULE-EMS DANNHAUSER BASE

24. SCHEDULE OF PRICES

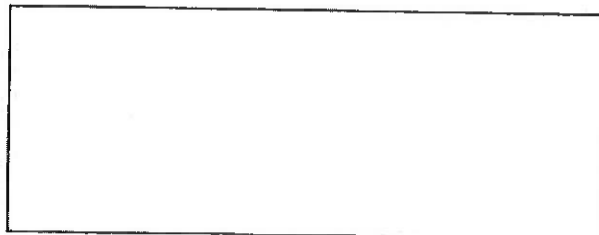
24.1 Cost per kilometre from base to Base in case of callout for exceptional requests(excluding VAT)	R
24.2 Hourly labour rate for pest control technician including rate for and assistant in case of callout for exceptional requests(excluding VAT)	R
24.2.1 THE ABOVE TWO PRICES DO NOT FORM PART OF THE SERVICE PRICE	
24.2.2 PRICING FOR EACH SERVICE SHALL INCLUDE ALL TRAVELLING, LABOUR, RENTAL EQUIPMENT AND COSTS FOR THE TECHNICIAN AND ALL ASSISTANTS TO CARRY OUT THE SERVICE AS PER THE SPECIFICATIONS	
24.3 PRICE PER EACH CARRIED OUT AS PER THE SPECIFICATIONS	R
24.4 TOTAL CONTRACT PRICE FOR FIVE (5) (THREE X 2 MONTHLY AND TWO X SERVICES SERVICE QUARTLELY) DURING THIS CONTRACT PERIOD OF FIRST TWELVE MONTHS (108m ²)	R
24.5 TOTAL CONTRACT PRICE FOR EIGHT (8) SERVICES - ONCE EVERY QUARTER FOR THE REMAINING CONTRACT PERIOD OF 2 YEARS (108m ²)	R
24.6 TOTAL CONTRACT PRICE FOR THIRTEEN (13) SERVICES DURING THE CONTRACT PERIOD OF THIRTY SIX (36) MONTHS (108m ²)	R
OFFICIAL QUOTATION DOCUMENT MUST FULLY COMPLETED	

AUTHORISED COMPANY SIGNATURE:

NAME IN PRINT:

COMPANY NAME:

COMPANY STAMP



PRICE SCHEDULE-EMS MADADENI BASE

24. SCHEDULE OF PRICES

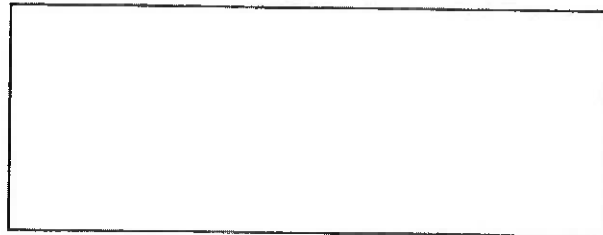
24.1 Cost per kilometre from base to Base in case of callout for exceptional requests(excluding VAT)	R
24.2 Hourly labour rate for pest control technician including rate for and assistant in case of callout for exceptional requests(excluding VAT)	R
24.2.1 THE ABOVE TWO PRICES DO NOT FORM PART OF THE SERVICE PRICE	
24.2.2 PRICING FOR EACH SERVICE SHALL INCLUDE ALL TRAVELLING, LABOUR, RENTAL EQUIPMENT AND COSTS FOR THE TECHNICIAN AND ALL ASSISTANTS TO CARRY OUT THE SERVICE AS PER THE SPECIFICATIONS	
24.3 PRICE PER EACH CARRIED OUT AS PER THE SPECIFICATIONS	R
24.4 TOTAL CONTRACT PRICE FOR FIVE (5) (THREE X 2 MONTHLY AND TWO X SERVICES SERVICE QUARTLELY) DURING THIS CONTRACT PERIOD OF FIRST TWELVE MONTHS (186m ²)	R
24.5 TOTAL CONTRACT PRICE FOR EIGHT (8) SERVICES - ONCE EVERY QUARTER FOR THE REMAINING CONTRACT PERIOD OF 2 YEARS (186m ²)	R
24.6 TOTAL CONTRACT PRICE FOR THIRTEEN (13) SERVICES DURING THE CONTRACT PERIOD OF THIRTY SIX (36) MONTHS (186m ²)	R
OFFICIAL QUOTATION DOCUMENT MUST FULLY COMPLETED	

AUTHORISED COMPANY SIGNATURE:

NAME IN PRINT:

COMPANY NAME:

COMPANY STAMP



EVALUATION CRITERIA over R30 000.

Proposals received shall be evaluated on the following.

1. Specification

Only offers that meet the specification in all aspects as stipulated in the bid document shall be considered. Offers better than specification are considered to be compliant with the specification.

2. Correctness of information

All information required in the bid document must be accurate and dully completion including all the appropriate signatures. This include the completion of documentation where required and the submission of required / requested documentation e.g. Valid Tax Certificate, etc. Able to adhere to time frame (delivery/service period must be clearly indicated). Please ensure samples of products submitted is of good quality and free from infestations (moth & food insects) and in sealed tins. The institution reserves the right to verify all information submitted.

3. Preferential Points System

3.1 The 80/20 preferential point system shall be used in the evaluation process

B-BBEE Status Level of contributor	Number of points (80/20 system company to ring their level)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4. Specific Goals

4.1 Over and above the following activities will be considered in the evaluation/ adjudication process.

4.2

- (i) The promotion of South African owned enterprises.
- (ii) Whether the quotation offers value for money
- (iii) Representivity in the composition of the vendor and the possibility of fronting
- (iv) Compulsory registration of the Provincial Suppliers Database
- (v) SABS approved products
 - (vi) Services to be provided as per the OHS act 85 of 1993
 - (vii) Chemical data sheet to be provided for the chemical to be used
 - (viii) Registration with Department of Agriculture Pretoria (Pest Control)
- (ix) As per specification
- (x) Verification the recommended bidder is not on the Register for tender defaulters
- (xi) Verification of the identity numbers of the directors/trustees/shareholders of the preferred bidder(s) against the institution's staff establishment in order to determine whether or not any of the directors/trustees/shareholders are in the service of the State or officials employed by specific institution

This evaluation criteria is designed in such a way that responses would be required from the bidders, **NB:** Failure to submit the required documents(s) may invalidate the entire bid.

This evaluation criteria is designed in such a way that responses would be required from the bidders, **NB:** Failure to submit the required documents(s) may invalidate the entire bid.

**PLEASE SIGN AND RETURN THE EVALUATION CRITERIA WITH
THE QUOTATION FORM AND RELEVANT DOCUMENTS**

NAME & SURNAME

SIGNATURE