

5/2/2/1- DALRRD 0023(2022/2023)

**APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES.**

**CLOSING DATE: 11 OCTOBER 2022**

**NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE: 21 SEPTEMBER 2022**

**TIME: 10:00am**

**VENUE: 30 HAMILTON STREET, ARCADIA, PRETORIA**

**TECHNICAL ENQUIRIES** : Mr. Richard Milumbi/ Mr Bernard Maroga/ Ms Mpolokeng Mokoena

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**BID RELATED ENQUIRIES** : Mr. Abie Olyn/ Mr P Makhado/ Mr F Maseli

**TEL** : (012) 312 9518/9786/9734/871/ 9772

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[pfarelo.makhado@dalrrd.gov.za](mailto:pfarelo.makhado@dalrrd.gov.za)/[MbulaheniMA@dalrrd.gov.za](mailto:MbulaheniMA@dalrrd.gov.za)

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**NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.**

**TECHNICAL PROPOSAL – PART 1 OF 2**

## LA 1.1



### agriculture, land reform & rural development

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

**Chief Directorate:** Supply Chain and Facilities Management Services: **Sub-Directorate:** Demand and Acquisition Management Services: **Enquiries:** Mr Pfarelo Makhado: **Tel:** (012) 312 9518

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT

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**BID NUMBER:** 5/2/2/1- DALRRD 0023 (2022/2023)

**CLOSING TIME:** 11H00

**CLOSING DATE:** 11 OCTOBER 2022

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD 3.3, SBD4, SBD6.1, Credit Instruction forms, terms of reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**BIDS MANAGEMENT**  
**DATE: 15 SEPTEMBER 2022**

## MAP TO BIDDER BOX (B BOX)

**5/2/21- DALRRD 0023 (2022/2023) CLOSING DATE: 11 OCTOBER 2022 @ 11:00**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT)**

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.**

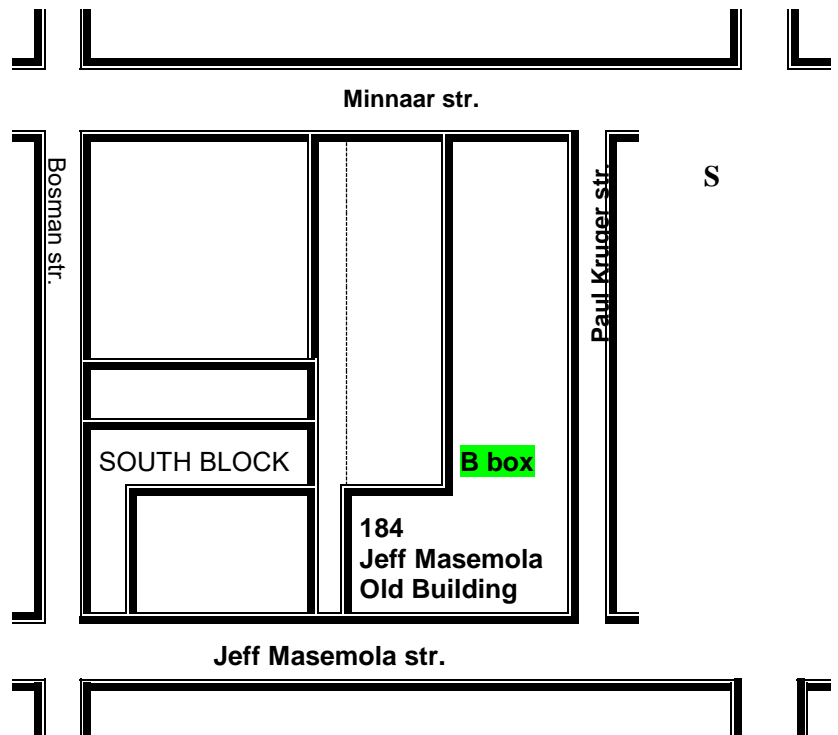
**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

DEPARTMENT OF AGRICULTURE,  
LAND REFORM AND RURAL  
DEVELOPMENT  
Acquisition Management  
(BIDS)  
THE OLD BUILDING 184  
JEFF MASEMOLA STREET, PRETORIA,  
0001

THE BID BOX OF THE OFFICE OF THE  
DEPARTMENT OF AGRICULTURE, LAND  
REFORM AND RURAL DEVELOPMENT IS  
OPEN 24 HOURS A DAY, 7 DAYS A  
WEEK. THE BID BOX WILL BE CLOSED  
AT 11H00 WHICH IS THE CLOSING TIME  
OF BIDS.



BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**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](http://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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,



**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

- (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.

Js General Conditions of Contract (revised July 2010)

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RURAL DEVELOPMENT AND LAND REFORM)</b>					
BID NUMBER:	5/2/2/1- DALRRD 0023(2022/2023)	CLOSING DATE:	11 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT					
184 JEFF MASEMOLA STREET					
PRETORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Mr. Abie Olyn/Mr P Makhado/ Mr F Maseli</b>		CONTACT PERSON	<b>Mr. Richard Milumbi/ Mr Bernard Maroga/ Ms Mpolokeng Mokoena</b>	
TELEPHONE NUMBER	<b>012 312 9786/9518//8711/9734</b>		TELEPHONE NUMBER	<b>012) 319 7812/6426 / 060 972 9702</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Tshepo.Mlambo@dalrrd.gov.za">Tshepo.Mlambo@dalrrd.gov.za/</a> <a href="mailto:abie.olyn@dalrrd.gov.za">abie.olyn@dalrrd.gov.za</a> <a href="mailto:/Pfarelo.makhado@dalrrd.gov.za/">/Pfarelo.makhado@dalrrd.gov.za/</a> <a href="mailto:mbulahenima@dalrrd.gov.za">mbulahenima@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:RichardMI@dalrrd.gov.za">RichardMI@dalrrd.gov.za/</a> <a href="mailto:BernardM@dalrrd.gov.za/MpolokengM@dalrrd.gov.za">BernardM@dalrrd.gov.za/MpolokengM@dalrrd.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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: .....

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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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<sup>2</sup> 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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**                      or                      **90/10**

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

Where

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

##### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

##### 4.3 POINTS AWARDED FOR PRICE

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



80/20

or

90/10

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{max}$  = Price of highest acceptable bid

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

### 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



## agriculture, land reform & rural development

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

CHIEF DIRECTOR: SECURITY AND FACILITIES MANAGEMENT: Directorate Facilities  
Management Services, Private Bag X 833, Pretoria, 0001; 184 Jeff Masemola Street, Pretoria, 0001,  
Tel: 012 312 8090; E-mail: [Patridge.Chuene@dalrrd.gov.za](mailto:Patridge.Chuene@dalrrd.gov.za)

### **TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES**

#### **1. PURPOSE**

The Department of Agriculture, Rural Development and Land Reform: Directorate Facilities Management Services wishes to appoint a service provider to render a garden service and landscaping around buildings located at Roodeplaat Farm, Plant Genetic Resource Centre, Harvest House, Sefala and ARC Silverton offices.

#### **2. BACKGROUND**

Roodeplaat farm lies about 40 km outside Pretoria. The farm is approximately 78 hectares and houses three divisions, namely, National Plant Genetic Resource Centre (NPGRC) and Variety Control (VC) under Directorate: Genetic Resources, as well as the Official Seed Testing Laboratory (OSTL) under Directorate: Plant Production. The farm is also used for planting and maintenance of field trials for the granting of plant breeders' rights and listing of varieties under the Plant Breeders' Rights Act, 1976 and the Plant Improvement Act, 1976 respectively; as well as field trials for multiplication of crops for long-term storage at the NPGRC.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES**

Currently, in both the establishments of D: Genetic Resources and D:Plant Production, there is no Groundsman post dedicated for the maintenance of gardens around the NPGRC/OSTL building.

With regard to the maintenance of gardens around NPGRC/OSTL building, the lack of a dedicated official(s) for this function had resulted in gardens not being maintained, exposing officials to dangerous animals including hippos, snakes, crocodiles, etc. since the farm is around nature reserves. With this situation, the department was also not adhering to the Occupational Health and Safety (OHS) standards.

With regard to the maintenance of field trials, the Directorate: Genetic Resources has 10 Farm Aids working at Roodeplaat. There has however been an increase in applications for plant breeders' rights and variety listing, resulting in more and larger field trials being planted. During the rainy season (October to March) particularly, more capacity is needed to assist the Farm Aids with the maintenance of field trials, e.g. for weeding.

Currently, Harvest House and Sefala only has one groundsman each who will then be relocated to Agriculture Place to augment the limited team at Agriculture Place as Agriculture Place will be attended by the inhouse 6 groundsmen including the one grounds foreman. There is currently no groundsmen at ARC Silverton office.

**3. PROJECT OBJECTIVES**

The project will ensure that garden is clean and well maintained, mitigating risks in exposing officials and stakeholders to dangerous animals e.g. venomous snakes and even rats infestation, lizards and ants etc. The project will also ensure that there is enough capacity for maintenance of field trials during the rainy and dry season.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES**

**4. SCOPE OF SERVICE**

**PHYSICAL ADDRESS**

- Genetic Resources Evaluation Centre Building
- R573 Mhlanga Road, Plot 47
- ROODEPLAAT
- PRETORIA
  
- Harvest House Building
- 30 Hamilton Street
- Arcadia
- Pretoria
  
- Sefala Building
- 503 Belvedere Street
- Arcadia
- Pretoria
  
- ARC Silverton Office
- 141 Creswell Road
- Pretoria

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES**

**Scope of work - Part A (Garden service and Landscaping)**

The appointed service provider will be expected to provide the total of 2 supervisors (01 supervisor responsible for the supervision of gardening services personnel at Roodeplaat Plant Genetic Resource Centre and ARC Silverton office and 01 supervisor to supervise personnel at Harvest House and Sefala buildings. The service provider will provide own equipment and PPE for (12) personnel responsible for garden maintenance. The (12) personnel for garden maintenance throughout the duration of the contract as per the below breakdown: -

➤ **Roodeplaat 4 personnel (2 for Seed testing and the other 2 for Variety Control)**

The service provider will be expected to maintain the gardens at Roodeplaat Farm. Identified tasks include:

- 4.1 Cutting the grass inside and outside the electric fence and around the main OSTL/NPGRC building.
- 4.2 Cleaning pavement, removing weeds between pavements (from the main gate paving including outside parking and inside parking and all the paved areas around the main building).
- 4.3 Pruning of all the tress hanging over the electric fence.
- 4.4 Loosening the soil for water to flow on the flower beds, entrance to the main building.
- 4.5 Watering of flowers in the flower bed, entrance of the main building.
- 4.6 Cleaning two meters (2m) from the paved road towards the main fence, starting from the main gate towards the parking at the back of the main building (northern gate).
- 4.8 Cleaning two meters (2m) from the paved road towards the reeds (swamps), starting from the main gate to-wards the outside parking past the eastern gate and the water reservoir to the northern gate.
- 4.9 Removal of all rubble and grass to the collection point.
- 4.10 Removal of weeds and maintenance of field trials.

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- 4.11 Offloading and loading of any agricultural inputs and to help with day to day farm activities.
- 4.12 Tree felling in the courtyards.
- 4.13 Cleaning of bird droppings

➤ **ARC Silverton Office - 2 personnel**

The service provider will be expected to maintain the gardens at Roodeplaat Farm. Identified tasks include:

- 4.14 Clean the lawn area in front of the reception entrance of Infrastructure Support at F-Block, wets side with lawn mower and brush cutter – surface area = 1400m<sup>2</sup>
- 4.15 Clean the lawn area in front of the reception entrance of Infrastructure Support at F-Block, east side with lawn mower and brush cutter – surface area = 928m<sup>2</sup>
- 4.16 Clean the lawn area on the side of Infrastructure Support at F- block, west side with lawn mower and brush cutter – Surface area= 340m<sup>2</sup>
- 4.17 Clean the lawn area at the back of Block F, between block F and E with lawn mower and brush cutter – Surface area= 288m<sup>2</sup>
- 4.18 Clean the lawn area at the back of Block E with lawn mower and Bruss cutter – Surface area= 64m<sup>2</sup>
- 4.19 Cut and remove the dry tree between block E and F. remove the cut tree to the designated landfill / dumping site.
- 4.20 Trim three (3) trees between block E and F located to the corner of block F and remove to designated landfill/dumping site
- 4.21 Cut one (1) tree on the side of block F and remove to the dumping site
- 4.22 Water the flowers, loosen the soil, remove weeds and trim the edges on the flower bedding divided by the pavement surface leading to the block F reception entrance with the surface of 60m<sup>2</sup> each side
- 4.23 Trim one (1) tree in front of the reception entrance at block F on the east side
- 4.24 Clean the lawn area with lawn mower and brush cutter next to the palisade fence on the west side of the block F reception entrance with a surface area of 192m<sup>2</sup>



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- 4.25 Uproot and remove dry tree next to the driveway and dispose the uprooted tree to the designated dumping site
- 4.26 Uproot and remove dry tree on the east side in front of the reception entrance of block F and trim two (2) trees on the same location
- 4.27 Trim six (06) trees on the east side between block F and E and remove such trees to the designated dumping site
- 4.28 Cut and remove two (2) dry trees between block F and E, and dispose to the designated dumping site
- 4.29 Clean the lawn area between block F and E with a lawn mower and brush cutter on the east side with the surface area of 522m<sup>2</sup>
- 4.30 Cut and remove two (2) dry trees between block F and E
- 4.31 Uproot and remove all trees and shrubs at the back of Block E and dispose the uprooted trees to the designated dumping site with a surface area of 28m<sup>2</sup>
- 4.32 Clean the drainage system at the back of block E, between block E and F, block E and also next to the perimeter fence
- 4.33 Clean with the petrol operated blower, the parking area in front of block F reception entrance on the north side next to the perimeter fence and also next to the pavement walkway leading to the reception entrance
- 4.34 Clean the drainage system from the driveway up to where the perimeter fence entrance into the Directorate: Infrastructure Support at block F
- 4.35 Clean the drainage pipe at the parking area next to the palisade fence
- 4.36 Remove the weeds and dead leaves next to the perimeter fence
- 4.37 Clean with a petrol operated blower the parking on the far east located where there is a green container written poison warehouse with a surface area of 828m<sup>2</sup>
- 4.38 Clean and remove all weeds and apply the weed killer even in between the paved parking and driveway
- 4.39 Clean the parking garage pavement with a surface area of 196m<sup>2</sup>, with a petrol operated blower and apply the weed killer on the pavement of the parking garage and also clean the grass with brush cutter on the east side of the parking garage where the JoJo tanks are located and remove weeds

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4.40 Remove all weeds, uprooted trees and shrubs as well as to dispose to the designated dumping site

*NB: Remove all garden waste to designated municipal dumping site*

➤ **Harvest House Building - 4 personnel**

The service provider will be expected to maintain the gardens at Roodeplaat Farm. Identified tasks include:

4.41 Water the flowers on flower bedding next to the guard house of the entrance gate with a surface area of 105m<sup>2</sup>, loosen the soil for water flow, remove weeds and dead leaves on the flower bedding as well as trim the edges

4.42 Trim the edges of the grass on the flower bedding and cut the grass with the lawn mower

4.43 Remove the dead leaves of the two flowers on the edge of the perimeter fence

4.44 Clean the visitors parking with a petrol operated blower as well as the driveway and officials parking

4.45 Water the flowers, loosen the soil for water flow, remove dead leave and trim the edges on the flower bedding adjacent the reserved official parking on the west side next to the perimeter fence with the surface area of 156m<sup>2</sup>

4.46 Remove and transplant/ replant the flowers around the flower bedding on the empty space

4.47 Water the flowers, loosen the soil for water flow, remove dead leave and trim the edges on the flower bedding on the north side and south side of the main reception entrance to the building with the total surface area of 24m<sup>2</sup>(North side surface area= 9m<sup>2</sup> and south side surface area =15m<sup>2</sup>)

4.48 Clean the manholes at the visitors parking and official parking

4.49 Remove weeds and apply weed killer in between concrete slab on the parking area

4.50 Remove weeds at the edges

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- 4.51 Clean the Imbizo courtyard from bird droppings and the surface with a petrol operated blower, remove weeds and apply weed killer on the courtyard
- 4.52 Clean the parking at the back of Imbizo hall between north and south of the building with a petrol operated blower
- 4.53 Clean the storm water drainage pipes around the Imbizo courtyard
- 4.54 Remove weeds on the parking at the back of imbizo hall and apply weed killer
- 4.55 Uproot and remove the palm tree at the back of imbizo hall at the parking between the north and south side of the building and apply the weed killer on the tree stump
- 4.56 Blow the dead leaves on the parking at the back of imbizo hall and apply weed killer on the parking pavement
- 4.57 Blow the dead leaves of the driveway with a petrol operated blower equipment, remove weeds and also apply the weed killer
- 4.58 Clean and remove built up soil, weeds on the edges of the building and driveway as well as apply weed killer
- 4.59 Remove weeds on the soiled embarkment next to driveway adjacent to the perimeter fence of the parking at the back of the harvest House building and apply weed killer on the embarkment surface
- 4.60 Remove weeds, shrubs and apply weed killer on the parking leading to the chemical store at the back of harvest House adjacent to Archives building and also on the driveway
- 4.61 Uproot the tall thorn tree, shrubs and all trees next the perimeter fence within the surface on the parking leading to the chemical store right around. the surface of 5100m<sup>2</sup> including the tar parking area to be maintained by removing weeds, shrubs and dead leaves and also by applying weed killer
- 4.62 Tree felling of all trees within the parking leading to the chemical store
- 4.63 Clean, remove weeds and apply weed killer on the surface area of 720m<sup>2</sup> on the perimeter fence next to the Archives
- 4.64 Embarkment surface area of 1140m<sup>2</sup> next to the central air-conditioning control area to be cleaned by removing weeds and applying weeds killer

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- 4.65 Embarkment surface of 240m<sup>2</sup> from the ramp leading to the south parking next to GPAA to be cleaned by removing weeds and applying weeds killer
- 4.66 Use a petrol operated blower machine to blow the parking area on the south next to GPAA with a total surface area of 2160m<sup>2</sup>

➤ **Sefala Building - 2 personnel**

The service provider will be expected to maintain the gardens at Roodeplaar Farm. Identified tasks include:

- 4.67 Uproot and remove the palm tree at the corner of Steve Biko and Belvedere to be disposed at the designated dumping site
- 4.68 Uproot and remove the pear and pomegranate tree to be trimmed
- 4.69 Flower bedding – water the flowers, loosen the soil for water flow, remove weeds and trim the edges
- 4.70 Jacaranda tree to be uprooted and removed as well as the tree next to it
- 4.71 Remove flowers and replant on the flower bedding by spreading the around the flower bedding to fill the open spaces
- 4.72 Trim the tree surrounded by the rocks, water the flower, loosen the soil and remove dead leaves falling from the tree
- 4.73 Plant lawn on the surface are on the north side of the building with a total surface are of 420m<sup>2</sup>
- 4.74 Uproot and remove the dry tree next to the palm tree adjacent to the main gate of Sefala building
- 4.75 Palm tree next to the gate to be uprooted and removed
- 4.76 Banana flower to be cut and removed
- 4.77 Trim 3 shrubs next to the building structure of Sefala
- 4.78 Remove some of the wildflowers to the reception entrance area to uprooted and replanted on the edges next to the building

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- 4.79 Flowers next to building foundation to be watered, trim and maintained by cutting the edges
- 4.80 Remove the weed and prepare the soil before planting the lawn
- 4.81 Clean the storm water drainage next to the palm tree
- 4.82 Place the pavement blocks as a walkway in between the lawn
- 4.83 Topping of the soil to be done before planting the lawn
- 4.84 Remove weeds on the flower bedding, loosen the soil and trim the edges
- 4.85 Three (3) trees to be trimmed next to the building
- 4.86 Two (2) banana flowers to be uprooted and removed as well as apply weed killer where the banana flower is removed
- 4.87 Water all flowers on flower bedding on the east side of the reception area of Sefala building and replant the remaining of the surface where the banana flowers were removed
- 4.88 Remove banana flowers
- 4.89 Flowers to be watered, soil to be loosen, remove the weeds and trim the edges
- 4.90 Dead and dry leaves of the driveway pavement to be cleaned with a petrol operated blower machine
- 4.91 Loosen the soil adjacent to the drive way
- 4.92 Trim all the flowers adjacent to the driveway where there is a perimeter wall and steel above the perimeter wall
- 4.93 Garden next to the palisade and driveway – plant flowers, loosen and clean the dead leaves
- 4.94 Trim the existing flowers on the garden next to the two trees adjacent the palisade fence
- 4.95 Clean the drainage system on the driveway ramp leading to the lower ground parking
- 4.96 Clean the parking with a petrol operated blower machine
- 4.97 Parking number 10 to be cleaned by removing weeds and applying weed killer
- 4.98 Courtyard at Sefala Flat- Lawn to be planted on the surface area – 110m<sup>2</sup>
- 4.99 Use a blower to blow dead leaves on the paved parking

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- 5.1 Trim two (2) trees at the edge of the perimeter within Sefala courtyard
- 5.2 Clean the drainage system next to the palm tree with the courtyard
- 5.3 Sweep and clean the resting area with a blower where the 7 benches are located adjacent to the Chez Mandie Cafeteria
- 5.4 Cut the lawn using the lawn mower, loosen the soil, water the lawn, remove dry leaves, trim the edges of the lawn
- 5.5 Cut and remove four (4) banana flowers and 8 flowers to be trimmed in front of Chez Mandie cafeteria courtyard
- 5.6 Pavement to be cleaned using a blower
- 5.7 Three (3) drainage system to be cleaned using the petrol operated blowing machine within the courtyard of Chez Mandie
- 5.8 Remove all cut trees and shrubs and dispose them to the designated dumping site
- 5.9 Driveway leading to the basement parking as well as the parking to be cleaned using a blower
- 5.10 Lower ground parking to be cleaned using a blower on the surface area of 3550m<sup>2</sup>
- 5.11 Clean around the skip bin at the back of the building on the lower ground parking area at the corner of Steve Biko and Belvedere
- 5.12 Driveway ramp\_ to be cleaned using a blower
- 5.13 Drainage system below the ramp leading to the basement parking to be cleaned
- 5.14 Basement parking surface area of 2075m<sup>2</sup> to be cleaned using a blower and also the drainage pipes in basement parking to be cleaned
- 5.15 Apply weed killer to the basement parking surface to kill all the weeds including on the edges
- 5.16 Surface area from the skip bin leading to the stairs and gate that leads to the front of the building with a surface area of 48m<sup>2</sup> to be cleaned with a blower to remove dead leaves falling from the trees adjacent to the palisade fence

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- 5.17 Flowers outside the palisade between the pavement and palisade perimeter fence to be watered, soil to be loosened, edges to be trimmed , weeds to be removed and flowers to be trimmed as well
- 5.18 Apply weed killer on the edges of the flower area with a surface area of 225m<sup>2</sup>

**Scope of work - Part B (Trials maintenance)**

An additional ten (10) personnel to assist with maintenance of trials during the rainy season (October to March,).The Directorate: Genetic Resource will provide working equipment for the additional ten (10) personnel assisting with trial maintenance. The service provider will provide own PPE for the required personnel. Bidders Protective clothing in line with the Occupational Health and Safety Act.

- Conti-suit 50/50% cotton
- Shin pads
- Safety helmet for brush cutter
- safety goggles
- ear plugs
- safety gloves
- safety boots with steel toe caps

The service provider will be responsible for site establishment i.e bring own equipment and PPE, setting up of store room/office including maintenance thereof.

The service provide will be responsible for site de-establishment, i.e. removal of all materials and equipment utilized during the project, leaving premises at their original state.

NB:Site establishment and de-establishment will be applicable for the following offices

- Roodeplaat
- Genetic Resources Evaluation Centre Building

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**5. DELIVERABLES:**

The following are the expected deliverables:

Personnel required:	<b>(02) – supervisors and 12 personnel (throughout the year) for a period of three years</b>	<b>24</b>
	<b>Ten (10) – Personnel (October to March) for a period of three years</b>	
Equipment required	<b>Garden equipment for (12) personnel</b>	
Protective clothing (PPE) required	<b>Protective clothing for (24) personnel</b>	

**Equipment**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>
1. Lawnmower:	Minimum required: - 850mm cutting width industrial heavy duty - 389cc Engine	5
2. Brush cutter	Minimum required - 2.4kw >51Cc engine	9
3. Trimmer	Minimum required - 0.73kw engine power - 25cm <sup>3</sup> engine size	7



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Petrol operated Blower	Minimum required - 55.5 cm <sup>3</sup> engine size	5
4. Basic Garden tools	For example, but not limited wheelbarrow etc	

- Well maintained gardens around the DALRRD building with minimal risk to the officials and stakeholders visiting the building.
- Well maintained field trials for timely evaluation and release of new plant varieties in terms of the Plant Breeders' Rights Act, 1976 and the Plant Improvement Act, 1976.

**6. MANDATORY REQUIREMENTS**

**Failure to adhere to the following conditions will disqualify the bidder's proposal:**

- 6.1 Bidders that are EME or QSE
- 6.2 Attach a valid Public Liability Insurance (Proof of quotation obtainable from any insurance companies or any other relevant proof). Minimum amount of R1 000 000.00
- 6.3 Compulsory briefing session
- 6.4 Attach a valid Letter of good standing for Compensation for Occupational Injuries Disease
- 6.5 Two Envelopes System
  - A Two Envelope System, requiring submission of both Technical and Financial Proposals at the same time, but in separate envelopes will apply
  - The objective of this system is to ensure a fair evaluation of the proposals, meaning that the technical proposal would be evaluated purely on its technical

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merits and its ability to meet the requirements set forth in the bid invitation without being unduly influenced by the financial proposal.

- During the tender evaluation, the technical proposal would be opened and evaluated first followed by the financial proposals of only bidders who scored and meet the minimum required score of functionality
- The Bidder shall deliver the Bid in two separate, sealed envelopes in the form of Technical Part and the Financial Part. Failure to comply will disqualify the bid submitted by the bidder.

**7. MONITORING AND REPORTING**

- 7.1** The appointed Service Provider shall liaise with the DALRRD personnel, Project Manager and Senior Farm Manager on monthly basis.

**8. PAYMENT METHOD**

- 8.1** Payment method will be agreed upon the signing of the Service Level Agreement (SLA) between the appointed service provider and the Department.

**9. PRICING SCHEDULE**

- 9.1** A pricing schedule shall be **submitted on a separate sheet from the technical proposal for ease of evaluation**. The pricing schedule should include the following: **(Refer to SBD 3.3)**

**10. TIME FRAME**

- 10.1** The time frame for rendering of garden services and assistance with maintenance of trials will be three (3) years upon the appointment date.

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**11. EVALUATION CRITERIA**

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

**11.1 First Stage-Evaluation of Functionality**

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

The applicable values that will be utilized when scoring each criterion ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

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<b>EVALUATION CRITERIA</b>	<b>APPLICATION</b>	<b>WEIGHTS</b>
ABILITY	<p>The service provider must have 3 years combined experience in garden services and ability to maintain garden service operations.</p> <p>Attach proof of satisfactory work that was previously completed and signed off by the client. with references for similar work undertaken (reference letters must briefly describe the type of services provided for them and must be on the clients' official letterheads and it must be duly signed.</p> <ol style="list-style-type: none"> <li data-bbox="532 1104 1203 1188">i. <i>One year experience - reference letters duly signed and stamped — <b>Poor (1)</b></i></li> <li data-bbox="532 1205 1203 1339">ii. <i>More than one year less than three years experience and reference letters duly signed and stamped. — <b>Average (2)</b></i></li> <li data-bbox="532 1356 1203 1440">iii. <i>Three years experience - reference letters duly signed and stamped – <b>Good (3)</b></i></li> <li data-bbox="532 1457 1203 1591">iv. <i>More than three less than Four years experience reference letters duly signed and stamped — <b>Very Good (4)</b></i></li> <li data-bbox="532 1608 1203 1743">v. <i>more than 4 years experience and more reference letters duly signed and stamped — <b>Excellent (5)</b></i></li> </ol>	<b>30</b>

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<ul style="list-style-type: none"> <li>• Experience</li> <li>• Competency</li> <li>• Track record</li> </ul>	<p><b>Company must have previously/ currently managed combined project(s) for a minimum value of R1 000 000(Attached reference letter/ testimonial with combined project value from client-company with client logo, signature, stamp and date of the company to which the bidder is managing or has previously managed must be attached)</b></p> <p><i>I. Reference letter/testimonial with combined project value less than R1 000 000.00—Poor (1)</i></p> <p><i>II. Reference letter/testimonial with combined project value more than R1 000 000.00 to less than R3 000 000.00 —Average (2)</i></p> <p><i>III. Reference letter/testimonial with combined project value with a minimum of R3 000 000.00 — Good (3)</i></p> <p><i>IV. Reference letter/testimonial with combined project value more than R3 000 000.00 to less than R7 000 000.00 — Very good (4)</i></p> <p><i>V. Reference letter/testimonial with combined project value R7 000 000.00 and more — Excellent (5)</i></p>	<p><b>30</b></p>
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	<p><b>Two supervisors must have at least 2-3 years' experience each to be utilized in the execution of the contract. NB: please attach personnel CVs entailing skills (interpersonal, writing and verbal) and duration of experience in Gardening services and Landscaping.</b></p> <p><i>I. Two Supervisors with less than 1-year experience in gardening services and landscaping including interpersonal, writing and verbal skills – Poor (1)</i></p> <p><i>II. Two Supervisors with more than 1 to less than 2 years' experience in gardening services and landscaping including interpersonal, writing and verbal skills - Average (2)</i></p> <p><i>III. Two Supervisors with 2 to 3 years' experience in gardening services and landscaping services including interpersonal, writing and verbal skills - Good (3)</i></p> <p><i>IV. Two Supervisors with more than 3 to less than 4 years' experience in gardening services and landscaping including interpersonal, writing and verbal skills – Very good (4)</i></p> <p><i>V. Two Supervisors with 4 &amp; more years' experience in gardening services and landscaping including interpersonal, writing and verbal skills – Excellent (5)</i></p>	<p><b>20</b></p>
<p>Project Methodology</p>	<ul style="list-style-type: none"> <li>Detailed Broad proposed methodologies in line with the task descriptions out lined under the project scope of work. Proposed work</li> </ul>	<p><b>20</b></p>

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	<p>schedule/duty sheet/work plan with clear milestones and timeframes for each task to be completed.</p> <ul style="list-style-type: none"> <li>• Flexibility in customer service in terms of turnaround times with regard to problem solving which may arise during execution of the contract i.e. contingency plan (elaborate under proposed methodology</li> </ul> <p>i. <i>Proposed approach does not outline the requirements as specified in the ToR. —Poor (1)</i></p> <p>ii. <i>Proposed approach inadequately and poorly addresses requirements in the ToR. —Average (2)</i></p> <p>iii. <i>Proposed approach adequately specified all requirements in the ToR and is acceptable for implementation—Good (3)</i></p> <p>iv. <i>Proposed approach specifies the way the project will be delivered and indicate additional value adds. —Very Good (4)</i></p> <p>v. <i>Proposed approach exceptionally specifies the way the project will be delivered and indicate additional value adds. —Excellent (5)</i></p>	
<b>TOTAL POINTS</b>		<b>100</b>

Bidders who fail to achieve a minimum of points **60** 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).

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**11.2 Second Stage - Evaluation in terms of 80/20 Preference Points System**

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

**11.3 Calculation of points for price**

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for a price on a pro-rata basis.

**11.4 Calculating of points for B-BBEE status level of contribution**

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

11.5 Bidders must submit original and valid B-BBEE Status Level Verification Certificate copies thereof. In order to claim the B-BBEE points in accordance with the above table of B-BBEE Status Level of Contributor, Bidders must submit any of the following proof of B-BBEE Status Level Verification Contributor.



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11.6 B-BBEE Status level certificate issued by an authorized body or person;

11.6.1 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

11.6.2 Any other requirement prescribed in terms of the B-BBEE Act;

- a. Bidders who do not submit B-BBEE Status level verification certificates or are non-compliant contributors to B-BBEE, do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only zero (0) points out 20 for B-BBEE.
- b. A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated BBEE scorecard is prepared for every separate bid.
- c. Any bid that is qualified by the bidders own conditions will automatically be disqualified.

**12. TERMS AND CONDITIONS**

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

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

12.3. The Service Provider should not qualify the proposal with his/her own conditions. Any qualifications to the terms and conditions of this bid will result in disqualifications

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

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- The Service Provider must arrange the insurance policy with a reputable insurance company OR submit documentary proof/letter of intent/Bid. 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.
  - 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.
- 12.5. 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.
- 12.6. No equipment, utensils or detergents that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.
- 12.7. 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.
- 12.8. In a case where a bidder does not have registered employees under his/her name a letter to tender must be attached to avoid disqualification (obtainable from department of Labour), however proof of registration for employees must be submitted by the successful bidder within a period of thirty (30) days after the award. The Department reserves the right to cancel the contract if these required documents are not submitted within the specified time.
- 12.9. Service Provider must on a monthly basis submit proof of payment from the Department of Labour for his/her registered employees.
- 12.10. Any short coming in this term of reference must be identified by the service provider prior the awarding of contract. Any short coming identified by the service provider

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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.

- 12.11. Should the service provider not comply with any of the conditions contained in terms of reference during the contract period the DALRRD may cancel the contract within one-month notice.
- 12.12. The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.
- 12.13. Provide all personnel working under this contract with personnel protective clothing, which clearly state the name of the Service Provider.
- 12.14. Ensure that the Department is informed of any removal and replacement of personnel for security reasons.
- 12.15. Provide Management report on a monthly basis. The report shall be based on different services and shall cover all work performed and completed during the month.
- 12.16. In case where the Department decides to move to another office or close some of the office's information will be communicated prior and the Service Provider will need to make provision.
- 12.17. All cleaning equipment and detergents should be provided by the bidder.
- 12.18. Bidders must indicate personnel wages in the pricing schedule (SBD 3.3). The wages of the personnel 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.
- 12.19. **The Department Agriculture Land Reform Rural Development shall**

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

12.20. Service level agreement

- The Department Agriculture Land Reform Rural Development and Service Provider will sign a Service Level Agreement upon appointment. Such a Service Level Agreement will amongst others include the following
  - 
  - Period of Agreement;
  - Project objectives and scope;
  - Staffing; cleaning materials and cleaning equipment
  - Maintenance plan;
  - Method of Communication;
  - Reporting relationship;
  - Deliverables and terms of deliverables;
  - Uncompleted work;
  - Disputes; and financial penalties and termination of contract.
- 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.
- 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

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES**

Department, except where duly authorized to do so in writing by the Department;

- 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;
- 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;
- The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance

**13. PUBLICATION**

- Tender bulletin;
- Twenty-one (21) days;
- Departmental website
- National treasury **E-portal**

**14. BRIEFING SESSION**

Compulsory briefing session

**15. ENQUIRIES.**

Query	Name	Contact Details
Technical	Richard M Bernard M Mpolokeng M	(012) 319 7812 012 319 6426 060 972 9702 <a href="mailto:MpolokengM@Dalrrd.gov.za">MpolokengM@Dalrrd.gov.za</a> >
Bid related	Mr Abie Olyn BIDS Management	(012) 312 9518 <a href="mailto:abie.olyn@DALRRD.gov.za">abie.olyn@DALRRD.gov.za</a>

5/2/2/1- DALRRD 0023(2022/2023)

**APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES.**

**CLOSING DATE: 11 OCTOBER 2022**

**NB: COMPULSORY BRIEFING SESSION AS FOLLOWS:**

**DATE: 21 SEPTEMBER 2022**

**TIME: 10:00am**

**VENUE: 30 HAMILTON STREET, ARCADIA, PRETORIA**

**TECHNICAL ENQUIRIES** : Mr. Richard Milumbi/ Mr Bernard Maroga/ Ms Mpolokeng Mokoena  
TEL : (012) 319 7812/6426 / 060 972 9702  
EMAIL : [Richard.Ml@dalrrd.gov.za/](mailto:Richard.Ml@dalrrd.gov.za)  
[BernardM@dalrrd.gov.za](mailto:BernardM@dalrrd.gov.za)/[MpolokengM@dalrrd.gov.za](mailto:MpolokengM@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Mr. Abie Olyn/ Mr P Makhado/ Mr F Maseli  
TEL : (012) 312 9518/9786/9734/871/ 9772  
EMAIL: [abie.olin@dalrrd.gov.za](mailto:abie.olin@dalrrd.gov.za) /[Tshepo.Mlambo@dalrrd.gov.za](mailto:Tshepo.Mlambo@dalrrd.gov.za)  
[pfarelo.makhado@dalrrd.gov.za](mailto:pfarelo.makhado@dalrrd.gov.za)/[MbulaheniMA@dalrrd.gov.za](mailto:MbulaheniMA@dalrrd.gov.za)

**NB: IN A CASE WHERE THE DEPARTMENT IS CLOSED DUE TO COVID-19, THE SECURITY AT THE GATE WILL OPEN FOR THE DOCUMENT TO BE DEPOSITED IN THE TENDER BOX.**

**FINANCIAL PROPOSAL – PART 2 OF 2**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES.**

SBD 3.3

**PRICING SCHEDULE**  
(Professional Services)

NAME OF Service Provider: .....	Bid NO.: 5-2-2-1 DALRRD 0023 (2022/2023)
CLOSING TIME: 11:00	

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

**TOTAL PRICE**

R.....

**PART A**

	Service	Monthly rate per resource type	Quantity	Monthly Total Cost	*Total Cost for duration of the contract: 3 years
1	Site Establishment and de-establishment will be for only two offices				R..... <i>Once off</i>
2	Personnel	R..... ..	12	R.....	R.....
3	Supervisors	R.....	2	R.....	R.....
5	Machinery and equipment's			R.....	R.....

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

Name of Bidder: .....

**PRICING SCHEDULE FOR TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER GARDEN SERVICES AND LANDSCAPING AT THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT OVER A PERIOD OF 36 MONTHS AT ROODEPLAAT PLANT GENETIC RESOURCE CENTRE, HARVEST HOUSE, SEFALA AND ARC SILVERTON DALRRD OFFICES**

**PRICING SCHEDULE [SBD 3.3]**

	Service	Monthly rate per resource type	Quantity	Monthly Total Cost	*Total Cost for duration of the contract: 3 years
6	Management/Admin fees			R.....	R.....
	<b>Sub-Total (excl. VAT)</b>				
	<b>VAT 15</b>				
	<b>Total (incl. VAT)</b>				

**PART B**

	Service	Monthly rate per resource type	Quantity	Monthly Total Cost	*Total Cost for duration of the contract: 18 Months
1	Additional Personnel	R..... <i>only during rainy season i.e (October to March)</i>	10	R.....	R.....
	<b>Sub-Total (excl. VAT)</b>				
	<b>VAT 15</b>				
	<b>Total (incl. VAT)</b>				

**PART C**

	Service	Total Cost for duration of the contract:
1	PART A TOTAL (including VAT)	R.....
	PART B TOTAL (including VAT)	R..... ....
	<b>Sub-Total (excl. VAT)</b>	R.....
	<b>VAT 15</b>	R.....
	<b>Total (incl. VAT)</b>	

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT  
PRIVATE BAG X 833  
PRETORIA  
0001

Bid Initials .....  
Bid's Signature..... Page 56 of 56  
Date:.....