

**Bid No:JHB.22/04**

**CLOSING DATE:**

**29 September 2022 @ 11:00**

**ADVERT DATE:**

**09 September 2022**

**Service:DOJ: Vanderbijlpark,  
Sebokeng, and Meyerton  
Magistrate Courts: Rendering of  
Gardening Services for 24  
months**

**DOCUMENT WILL BE SOLD AT A**

**NON-REFUNDABLE**

**DEPOSIT OF R200-00 CASH PER SET**

**REQUIRED CIDB GRADING: 3 SH**

**Compulsory briefing on 16/09/2022 @ 11h00 in 78 De Korte  
street, Mineralia building, Braamfontein**

**Enquiries: Mr.Engedzani Mphephu – (011) 713-6008**

**Or**

**Ms Cikizwa Ntshanga – (011) 713-6078**

**Mr Daniel Magogodi – (011) 713-6157**

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBJILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.</b>		
<b>Tender / Quote no:</b>	JHB 22/04	<b>Reference no:</b>	
<b>Receipt Number:</b>	N/A		

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	NO
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		NO
PA-32	03 Pages	Yes
COST BREAKDOWN	02 Pages	Yes
SPECIFICATION AND SPECIAL CONDITION OF CONTRACT	15 Pages	Yes

\* In compliance with the requirements of the CIDB SFU Annexure G

Tender no:

**2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (if applicable)	-	Yes

**3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	<del>Yes</del> NO
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	<del>Yes</del> NO
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	<del>Yes</del> NO
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	<del>Yes</del> NO

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PA-32 Invitation to bid</b>	03 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PA-10 General condition of contract (GCC)</b>	10 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Specification and Special Condition of Contract</b>	15 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender no:

**5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES**

<b>Legal Status of Tendering Entity:</b>	<b>Documentation to be submitted with the tender, or which may be required during the tender evaluation:</b>
<b>If the Tendering Entity is:</b>	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

**Signed by the Tenderer:**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

## PA 32: INVITATION TO BID PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE</b> (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	JHB 22/04	CLOSING DATE:	29/09/2022
		CLOSING TIME:	11H00
DESCRIPTION	DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR MONTHS AT VANDERBIJLPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

**OR POSTED TO:**

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		<b>OR</b> CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No		<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	<b>A REGISTERED AUDITOR DETAILS:</b>		
		NAME:		
REGISTRATION NUMBER:				
BUSINESS ADDRESS:				
.....				
.....				
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.....				
.....				

	<p>.....</p> <p>TELEPHONE NUMBER:.....</p> <p>E-MAIL ADDRESS:.....</p> <p>.....</p>
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b> .....	<b>DATE</b>		
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			

<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (1 ALL APPLICABLE TAXES)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## 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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE   |
| 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.                                |
| 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.  |
| <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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.   |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.  |



NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as ***a firm and final offer***.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>1</sup> All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



## PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AROUND JOHANNESBURG JURISDICTION AT VANDERBIJLPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.
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<b>Tender no:</b>	JHB/22/04	<b>Reference no:</b>	
<b>Advertising date:</b>	09 September 2022	<b>Closing date:</b>	29 September 2022
<b>Closing time:</b>	11H00	<b>Validity period:</b>	84 calendar days (12 Weeks)

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 SH** or **3 SH\*** or higher.  
\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE** or **select tender value range select class of construction works PE\*** or higher.  
\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

### 2. RESPONSIVENESS CRITERIA

#### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input checked="" type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.



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12	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input checked="" type="checkbox"/>	Submission of a valid, original or certified B-BBEE Certificate accredited by SANAS or sworn affidavit must be valid, original and attested by commissioner of oath or submit DTI affidavit.
15	<input checked="" type="checkbox"/>	1. Submission of a valid copy of letter for tendering purpose or letter of Good Standing from the Department of Labour in respect of COIDA.
16	<input checked="" type="checkbox"/>	2. The bidder should submit one (01) certified copy of the certificate of Horticulture of the Supervisor or for the Director of the company.
17	<input checked="" type="checkbox"/>	The copy should not be older than six months certified.
18	<input checked="" type="checkbox"/>	Supporting point no-9 on responsiveness criteria: The Project Leader should go through the document and clarify the questions during site briefing meeting. Where DPW-16 (EC) is not signed, attendance register will serve as a proof. <i>signed, attendance register will serve as a proof. em</i>

## 2.2 Administrative responsiveness criteria

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate.
11	<input checked="" type="checkbox"/>	BIDDERS SHOULD SIGN AND SUBMIT THE FOLLOWING DECLARATIONS: <i>em</i> 1. The bidder should sign an undertaking to pay the Gardener's wages according to the Department of Labour Sectorial Determination. <i>Department of Labour Sectorial Determination em</i>
12	<input checked="" type="checkbox"/>	2. In case of third party claim, the bidder should sign an undertaking for public liability insurance.
13	<input checked="" type="checkbox"/>	3. The bidder should sign an undertaking to comply with EPWP requirements.
14	<input checked="" type="checkbox"/>	The bidder should sign an undertaking to provide Light Delivery Vehicle (LDV)
15	<input checked="" type="checkbox"/>	The bidder should sign the declaration for security screening. All pages of the document as well as the returnable document should be numbered and initialised

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**3. PRE-QUALIFICATION CRITERIA**

**Preferential procurement: *Applicable***

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
<input checked="" type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	<p>A tenderer subcontracting a minimum of 30% to:</p> <p><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships  <input type="checkbox"/> A co-operative which is at least 51% owned by black people  <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans  <input type="checkbox"/> An EME or QSE;</p>

**Functionality: *Not applicable***

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	
Functionality criteria:	Weighting factor:
<b>Total</b>	<b>100 Points</b>

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#### 4. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

#### 5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

##### Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

##### 5.1 Technical risks:

###### Criterion 1: Experience on comparable projects during the past N/A years.

The tendering Service Provider's experience on comparable projects during the past N/A years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

###### Criterion 2: Contractual commitment and quality of performance on comparable projects during the past N/A years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past N/A years as per

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the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

### **Criterion 3: Suitably qualified and appropriately experienced human resources**

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

### **Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

## **5.2 Commercial risks:**

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

**Tender no: JHB/22/04**

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

## 6. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	<b>Not applicable</b>
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(e)	<b>cidb BUILD Programme:</b> Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(f)	<b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Not applicable</b>
(g)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Not applicable</b>
(h)	Labour Intensive Works – Condition of Contract.	<b>Not applicable</b>
(i)		<b>Not applicable</b>

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(j)		<b>Not applicable</b>
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## 7. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address **N0-78 DeKorte Street, Braamfontein**. A non-refundable bid deposit of **R 200** is payable (cash only) on collection of the bid documents.

## 8. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.  
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

<b>Venue:</b>	Fourth Floor Board Room		
<b>Virtual meeting link:</b>	("N/A")		
<b>Date:</b>	16 September 2022	<b>Starting time:</b>	11H00

## 9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	Engedzani Mphephu	<b>Telephone no:</b>	011 713 6008
<b>Cellular phone no:</b>	082 8888 102	<b>Fax no:</b>	N/A
<b>E-mail:</b>	engedzani.mphephu@dpw.gov.za		

## 10. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.


Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender no: JHB/22/04

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 120 Braamfontein 2017</p> <p><b>Attention:</b> <b>Procurement section: Room Ground Floor</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>Department of Public Works Mineralia Building N0- 78 DeKorte Street Groundfloor</p>
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**11. COMPILED BY:**

<p>Engedzani Mphephu</p>		<p>08 September 2022</p>
<p>Name of Project Manager</p>	<p>Signature</p>	<p>Date</p>



**Cost Break down for Vanderbijlpark, Sebokeng and Meyerton Magistrate Court.**

The total bid price for this service must include all labour, uniforms, equipments and material required for the proper execution of the work and shall be carried over to the form of offer (DPW-07) which must be returned together with this with this document.

The completion period of the service is **24 months**.

The Bidder must fill in this **Cost Breakdown** in full. **Both monthly and 12 months price must be filled in full as well as the total for 24 months.**

	LABOUR:	MONTHLY	YEAR 01
	<b>09 X GROUNDSMAN SALARIES</b>	R	R
	<b>09 X GROUNDSMAN (UIF)</b>	R	R
	<b>09 X GROUNDSMAN (COIDA/PROVIDENT FUND)</b>	R	R
	<b>09 X GROUNDSMAN (ANNUAL LEAVE/SICK LEAVE/FAMILY RESP/ TRAINING LEVY</b>	R	R
	<b>09 X GROUNDSMAN (BONUS)</b>	R	R
	(Accumulative bonus to be paid once a year to the groundsman)		
	<b>1 X SUPERVISOR SALARY</b>	R	R
	<b>1 X SUPERVISOR (UIF)</b>	R	R
	<b>1 X SUPERVISOR (COIDA/PROVIDENT FUND)</b>	R	R
	<b>1 X SUPERVISOR (ANNUAL LEAVE/SICK LEAVE/FAMILY RESP/ TRAINING LEVY</b>	R	R
	<b>1 X SUPERVISOR (BONUS)</b>	R	R
	(Accumulative bonus to be paid once a year to the Supervisor)		
	<b>10 X UNIFORM:</b>		
	Protective Clothing for cleaners and supervisor (Full attire, i.e. worksuit or industrial housecoat and safety shoes)	R	R
	<b>MATERIALS:</b>		
	(All material shall be deemed to be included, i.e. Spades, rakes rubber rakes etc.	R	R
	<b>EQUIPMENTS:</b>		
	(All necessary equipment i.e.Lawn mowers, brush cutters, chain saws, kudus etc.	R	R
	<b>CUTTING DOWN OF TREES WHEN NECESSARY</b>	R	R
	<b>PLANTING OF ANNUALS (SUMMER AND WINTER)</b>	R	R
	<b>PLANTING OF LAWN</b>	R	R
	<b>OPERATIONAL FEES: (PROFIT AND OVERHEAD EXPENSES)</b>	R	R
	<b>SUB-TOTAL FOR YEAR (01)</b>	R	R
	<b>15% VAT</b>	R	R
	<b>GRAND TOTAL FOR YEAR 01</b>	R	R





	LABOUR:	MONTHLY	YEAR 02
	09 X GROUNDSMAN (UIF)	R	R
	09 X GROUNDSMAN (COIDA/PROVIDENT FUND)	R	R
	09 X GROUNDSMAN (ANNUAL LEAVE/SICK LEAVE/FAMILY RESP/ TRAINING LEVY)	R	R
	09 X GROUNDSMAN (BONUS)	R	R
	(Accumulative bonus to be paid once a year to the GROUNDSMAN)		
	1 X SUPERVISOR SALARY	R	R
	1 X SUPERVISOR (UIF)	R	R
	1 X SUPERVISOR (COIDA/PROVIDENT FUND)	R	R
	1 X SUPERVISOR (ANNUAL LEAVE/SICK LEAVE/FAMILY RESP/ TRAINING LEVY)	R	R
	1 X SUPERVISOR (BONUS)	R	R
	(Accumulative bonus to be paid once a year to the Supervisor)		
	<b>10 X UNIFORM:</b>		
	Protective Clothing for Groundsman and supervisor (Full attire, i.e. worksuit or industrial housecoat and safety shoes)	R	R
	<b>MATERIALS:</b>		
	(All material shall be deemed to be included, i.e. Spades, Forks, Rubber rakes, Steel rakes etc. etc.)	R	R
	<b>EQUIPMENTS:</b>		
	(All necessary equipment i.e.Lawn mowers, Brush cutters, Chain saws, Kudus etc. ,etc for the completion of contract)	R	R
	<b>CUTTING DOWN OF TREES WHEN NECESSARY</b>	R	R
	<b>PLANTING OF LAWN</b>	R	R
	<b>PLANTING OF ANNUALS (SUMMER AND WINTER)</b>	R	R
	<b>OPERATIONAL FEES (PROFIT AND OVERHEADS)</b>	R	R
	<b>SUB-TOTAL PRICE FOR YEAR 02</b>	R	R
	<b>15% VAT</b>	R	R
	<b>GRAND-TOTAL YEAR 02</b>	R	
	<b>TOTAL PRICE FOR THE 24 MONTHS (INCLUDING VAT. YEAR 01 AND YEAR 02)</b>	R	R
	<b>TO BE CARRIED FORWARD TO DPW-07 (FM)</b>	R	R
	NAME OF FIRM: ..... DATE: ..... SIGNATURE: .....		

## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b>DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBIJLPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.</b>		
<b>Tender no:</b>	JHB 22/04	<b>Reference no:</b>	N/A

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Department of Justice: NDPWI Rendering of Gardening Services for the period of twenty four (24) months at Vanderbijlpark, Sebokeng and Meyerton Magistrate Courts.**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer.**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)**

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number:.....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number:.....
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**AND WHO IS (if applicable):**

Trading under the name and style of: .....

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender no: JHB 22/04**

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  M r / M r s / M s : ..... In his/her capacity as: .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore) .....

**(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)**

**SECURITY OFFERED:**

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender no: JHB 22/04**

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

**The terms of the contract are contained in:**

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	N0-78 DeKorte Street, Braamfontein, Johannesburg

**WITNESSED BY:**

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Name of witness	Signature	Date

Tender no: **JHB 22/04**

**Schedule of Deviations**

<b>1.1.1. Subject:</b>	
<b>Detail:</b>	
<b>1.1.2. Subject:</b>	
<b>Detail:</b>	
<b>1.1.3. Subject:</b>	
<b>Detail:</b>	
<b>1.1.4. Subject:</b>	
<b>Detail:</b>	
<b>1.1.5. Subject:</b>	
<b>Detail:</b>	
<b>1.1.6. Subject:</b>	
<b>Detail:</b>	

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

PA-10: General Conditions of Contract (GCC)

## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### 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.

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
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13. Incidental services
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19. Assignment
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22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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## PA-10: General Conditions of Contract (GCC)

### 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.



## PA-10: General Conditions of Contract (GCC)

- 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





## PA-10: General Conditions of Contract (GCC)

made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. Patent rights

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

### 7. Performance security

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

### 8. Inspections, tests and analyses

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



## PA-10: General Conditions of Contract (GCC)

- 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

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- (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 fulfilment 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

## PA-10: General Conditions of Contract (GCC)

- 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 cancelling 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:



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- (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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

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### 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 the 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 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 12 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.

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**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

**33. National Industrial Participation Programme (NIPP)**

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.

Name of Bidder	Signature	Date

## PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

<b>Project title:</b>	<b>DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBJILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.</b>		
<b>Bid no:</b>	JHB 22/04	<b>Reference no:</b>	N/A

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative: .....
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number: .....

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.





<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed .....

Position occupied in the state institution:.....

Any other particulars:  
.....  
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

3.8.1 If so, furnish particulars:.....  
.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.9.1 If so, furnish particulars.  
.....  
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)



between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?  YES  NO

3.11.1 If so, furnish particulars:

.....  
.....

**4. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----	--	---------------------------------	--------------------------------



5.2	<i>If so, furnish particulars:</i>		
5.3	<p><i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<i>If so, furnish particulars:</i>		
5.5	<p><i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<i>If so, furnish particulars:</i>		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	<i>If so, furnish particulars:</i>		

## 6. CERTIFICATION

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
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17			
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20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_  
\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

\_\_\_\_\_ (code)



Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### **RESOLVED that:**

#### **RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

\_\_\_\_\_

## PA-15.3: Special Resolution of Consortia or Joint Ventures

---

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
1			
2			
3			
4			
5			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



## PA16: 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 AND THE AMENDED B-BBEE CODES.**

### 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. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.



- 1.7 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.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under





$P_{min}$  = Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their 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 B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

**8 SUB-CONTRACTING (relates to 5.5)**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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/ a QSE YES / NO (delete which is not applicable)

<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 contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(S)**

DATE:..... ADDRESS:.....

.....

## DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBIJLPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.</b>		
<b>Tender no:</b>	JHB/22/04	<b>Reference no:</b>	

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

documents

DPW-21 (EC): Record of addenda to tender

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBJILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.		
<b>Bid no:</b>	JHB 22/04	<b>Reference no:</b>	N/A

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. 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>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. 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.

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.

Name of Bidder	Signature	Date	Position



<sup>3</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.





## PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**



**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods                      Stipulated minimum threshold

SEE ANNEXURE 'F'

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 4



**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**

*(This form has been aligned with NT - SBD 6.2)*

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**public works  
& infrastructure**

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**ANNEXURE "F"**

**ADDITIONAL INFORMATION TO PA 36**

**Description of Services, works or goods:**

Protective Clothing "Protective Clothing including	100%
textile, leather, footwear and other textile as	100%
indicated on the attached list"	100%
The stipulated minimum threshold (s) for local production and content	100%

**NB: Bidders are requested to transfer the below information to "Annexure C"**

Tender item no's as per the BOQ	Description of services, works or goods	Qty	Stipulated minimum threshold	Codes	Instruction notes
Uniform / PPE	Foot wear / Safety Boots		100%	31700	National Treasury Instruction notes <b>2012</b> on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.
	Conti Suit / Work Suit		100%	31401	National Treasury Instruction notes <b>2012</b> on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.
	Socks		100%	31401	National Treasury Instruction notes <b>2012</b> on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.
	Golf T-Shirt		100%	31401	National Treasury Instruction notes <b>2012</b> on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.
	Jackets		100%	31291	National Treasury Instruction notes <b>2012</b> on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.
	Hats		100%	31404	National Treasury Instruction notes <b>2012</b> on invitation and evaluation of bids based on a

					stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.
	Gardening Hand Gloves		100%	31291	National Treasury Instruction notes 2012 on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.
	Moulded Respirator / face mask		100%	31291	National Treasury Instruction notes 2012 on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for: the textile, clothing, leather and footwear sector.





# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# # Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number State date of South African citizenship obtained (not applicable to persons born in South Africa)

**Tender no:**



# PA - 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

## 2. DECLARATION:

**The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:**

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	<i>DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.</i>	
<b>Tender / quotation no:</b>	JHB/22/04	Closing date: 29/09/2022
<b>Advertising date:</b>	09/09/2022	Validity period: 84 days

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no: **JHB22/04**

**1.2. Completed projects**

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date
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## UNDERTAKING FOR WAGES

Project title	DEPARTMENT OF JUSTICE: RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AROUND JOHANNESBURG JURISDICTION AT VANDERBIJLPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS
Tender number	JHB/22/04
Advert date	09 SEPTEMBER 2022
Site briefing date	16 SEPTEMBER 2022
Closing date	29 SEPTEMBER 2022

I \_\_\_\_\_ from the Company

### Hereby undertaking:

- To pay the Groundsman wages according to the Department of Labour Sectoral Determination in the contract sector. The salaries should not be less than what the Department of Labour has stipulated for Groundsman wages .
- Failure to sign the declaration will deem the bid non-responsive.
- Should the bidder be found not using the approved wages by Department of Labour, the Department will notify the bidder in writing for non-compliance.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

DATE : \_\_\_\_\_



# public works

Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

## UNDERTAKING FOR PUBLIC LIABILITY INSURANCE

Project title	DEPARTMENT OF JUSTICE: RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBJILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURT.
Tender number	JHB/22/04
Advert date	09 SEPTEMBER 2022
Site briefing date	16 SEPTEMBER 2022
Closing date	29 SEPTEMBER 2022

I \_\_\_\_\_ from the Company

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.

Signed by : \_\_\_\_\_  
Director of the Company

Signature : \_\_\_\_\_

Company name : \_\_\_\_\_

Date : \_\_\_\_\_



**DECLARATION  
FOR  
LIGHT DELIVERY VEHICLE LDV.**

Project title	<b>DEPARTMENT OF JUSTICE: RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBJILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURT.</b>
Tender number	JHB/2204
Advert date	09 SEPTEMBER 2022
Site briefing date	16 SEPTEMBER 2022
Closing date	29 SEPTEMBER 2022

I \_\_\_\_\_ representing the

**Company** \_\_\_\_\_.

**Hereby undertaking:**

- To provide Light Delivery Vehicle (LDV)

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

Date : \_\_\_\_\_



## UNDERTAKING FOR EPWP

Project title	DEPARTMENT OF JUSTICE: RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBJILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.
Quotation number	JHB/22/04
Advert date	09 SEPTEMBER 2022
Site briefing date	16 SEPTEMBER 2022
Closing date	29 SEPTEMBER 2022

I \_\_\_\_\_ from the Company

### Hereby undertaking:

- To comply with EPWP requirements in terms of job creation and reporting.

### PROVIDE THE FOLLOWING INFORMATION:

- Certified copies of identity documents for the beneficiaries.
- Attendance registers.
- Proof of payments for their salaries.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

DATE : \_\_\_\_\_



## DECLARATION FOR SECURITY VETTING

Project title	DEPARTMENT OF JUSTICE: RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBJILPARK, SEBOKENG AND MEYERTON MAGISTRATE COURTS.
Quotation number	JHB/22/04
Advert date	09 SEPTEMBER 2022
Site briefing date	16 SEPTEMBER 2022
Closing date	29 SEPTEMBER 2022

I \_\_\_\_\_ from the Company

**Hereby undertake to:**

1. I/We hereby declare that as the company **Director/s** before the bid is awarded will be subjected to a security vetting process and I/We will provide the Department with all the information required to execute the screening process.
2. I/We further declare that, all the **employees** relevant to the bid in question will also be subjected to security vetting, and the required documentation should be submitted to Security Management Unit within 14 days from the date of receipt.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

DATE : \_\_\_\_\_





## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<b>DEPARTMENT OF JUSTICE: NDPWI RENDERING OF GARDENING SERVICES FOR THE PERIOD OF TWENTY FOUR (24) MONTHS AT VANDERBIJLPRK, SEBOKENG AND MEYERTON MAGISTRATE COURT.</b>		
Tender / Quotation no:	JHB/22/04	Reference no:	N/A
Closing date:	29 September 2022		

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the capacity of

\_\_\_\_\_ visited the site on: **16**

**September 2022 at 11H00.**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Engedzani Mphephu		16 September 2022
Name of DPW Representative	Signature	Date

**REPUBLIC OF SOUTH AFRICA**



***DEPARTMENT OF PUBLIC WORKS***

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**Terms of Reference: Specification for the rendering of Gardening Services**

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## ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTE

### **1. Preservation of existing trees, shrubs and rare plants.**

- NB!
- All existing trees, shrubs and rare plants that might appear on site, may not be damaged or removed from site under any circumstances without explicit instructions from the Department.
  - The contractor will be held responsible for any damage to trees, plants and shrubs on the site and such damage will be at his own cost.
  - If an outsider causes damages, the Contractor must report the misdeed to the Department in writing, within 48 hours.

### **2. Compliance with Regulations**

- Security arrangements and regulations that may be applicable are to be adhered to by the contractor.
- Upon notification of receiving the contract the contractor has 48 hours to submit fully completed Z 204 forms for each worker to the Department representative.
- For every instance of changing of employees a Z 204 has to be submitted.

### **3. Representative of the Department.**

- The Principal of the Department or his delegated representative will act on behalf of the Department.

### **4. Responsibility**

- The contractor must indemnify the Department against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person that may arise or in connection with the execution of this requirement, that may arise or in any connection with an action by the contractor or/and his workers.
- The department undertakes to notify in writing the particulars of every claim that the contractor is responsible for.
- The Department shall not be held responsible for any loss or damage of any sort of the contractor property or any items are kept on the Department's property where the loss occurs and is due to negligence on the part of the Department.
- The Department reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.
- The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of the Department and its staff, in the normal performance of their duties.
- A claim for this can be instituted by the Department for the full amount against the contractor.
- A certificate by the contact person acting for the Department will be considered proof of the amount owing.

### **5. Indemnification**

- The contractor and his workers enter the property at own risk.
- The contractor must indemnify the Department from any claims or damage that might occur where staff is employed in any work falling outside of the terms of the tender.

- The contractor performs as an independent contractor and not as an agent or employee of the Department and has no authority to bind the Department to another party.
- The contractor must indemnify the Department against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against the Department.

## 6. Breach of agreement

**NB! If the service is not to the satisfaction of the Department, the Department has the right to withhold payment.** In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from the Department to do so, the Department shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:

- 1) To terminate the agreement;
- 2) To suspend further payment to the contractor;
- 3) To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

## 7. Termination of agreement

- The Department shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:
  - 1) On breach of the agreement;
  - 2) On commencement of any action for the dissolution and/or liquidation of the contractor, except for the of an amalgamation or restructuring approval in advance by the Department;
  - 3) If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;
  - 4) If the contractor informs the Department that it intends to cease performing its obligation in terms of the agreement;
  - 5) If the contractor informs the Department that it is incapable of completing the project;
  - 6) If, in the opinion of the Department, the contractor acted dishonestly.
- The Department reserves the right to, in the absence of breach or the event referred to supra, terminate this Agreement at any time by giving (24) twenty four hours notice to the contractor.  
In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

## Limitation on cession

- The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any person outside of the Department and the contractor, save with the written consent of the other party.
- Each party warrants that it is acting as a principal and not as an undisclosed principal.

## 8. Curtailing of Service.

- The Department retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the tender price will be adjusted pro rata from the date of the withholding.
- In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or burnt, the Department shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part.
- Both parties shall not be bound by this tender and no claim for the damages shall be instituted by either party.
- As for the remaining portion(s) of the property that would still be in use, the tender shall stay as is but the tender price will be adjusted from the date of the incident and will be reduced pro rata.

**9. Interruptions of Service.**

- If the service is interrupted or temporarily suspended because of a Labour dispute, riot a local or national disaster or other causes out of the control of the contractor.
- Both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed.

**10. Amendment of Landscaping Plan.**

- The Department retains the right to change as it sees fit the existing landscape layout on the property. Such a modification shall be considered a development of a new area.

**11. Restrictions**

NB!

- The Department retains the right to issue **such instructions as it deems necessary from time to time**, for the maintenance of good order in and on the property.
- Any instruction only affects the contractor after **48 hours**, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.
- After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
- The contractor shall only fill, clean and service his equipment at a site indicated by the contact person.
- The contractor or any of his employees may not under any circumstances use any of the Departments buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property around the buildings unless there is an agreement with the contact person in this regard in writing.
- The contractor and his workers shall under no circumstances use the fire hoses or other fire fighting equipment on the property during the performance of this service.

**12. Service Times.**

NB!

The service must be provided daily Monday to Fridays excluding Public holidays. Service times are stipulated as daily from 7:30 to 16:00 for weekdays

At the Fochville Magistrate Office the contractor and his employees will not leave sooner than 16: 00 stop working and will exit the office not later than 15: 50.

**12. Obligations of the Department**

- The contact person shall act as informant between contractor, and the Department.
- All administrative queries must be addressed to the departmental representative.

- The Department shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor.
- Should water not be available or not provided by the Department, the contractor will make its own arrangements in this regard without a right of recourse against the Department.

### 13. Obligation of the Contractor

NB!

- A list of names and ID copies of the workers that are at a specific area during a specific time must be supplied to the contract person in writing before site hand over.
- All the invoices should be attached with proof of payment of the employees, the list of the employees including their contact details and ID copies per contract and to all the claims every month end.
- The Department of Public Works and EPWP Section reserves the right to recruit the employees of the service provider according to the list of the EPWP beneficiaries that are currently on the EPWP Data Base.
- Workers names that are not listed shall not be allowed onto the Departments property.
- Workers without identification permits will not be allowed on to any of the sites.
- A public relations person (A Director) of the contractor must be available at all times to give attention to any difficulty or any other problem that may arise.
- All complains in connection with the service must be attended to and rectified.
- The contractor must do the following:
  - I. Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.
  - ii. Keep all facilities that are supplied to the contractor neat and tidy at all times.
  - iii. Any foreign objects noted in and on the work areas must be brought to the attention of the Departments contact person.
  - iv. Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.
- During the tender period the contractor must comply with any law and regulation laid down by parliament and local or any other authorities that have any reference to the service.
- In all cases, give notice must be given and to pay all costs that must be paid in connection with the service and indemnify the Department against all loses and legal cost for damages.
- **If the monies are not paid by the contractor, the Department can pay directly to the authorities( employees should be paid starting from the current labour rates with the increment on the second year according to the Basic Condition of Employment Act , No 75 of 1997 ) any costs involved will be recovered from the contractor.**
- Noise must be kept to reasonable limits at work site at all times.

### 14. Supervision

NB!

- The contractor must at all times have strict and effective supervision of the workers performance.
- Supervisors must react in all aspects to reasonable requests from the contact person of the Department.

### 15 . Conditions in Relation to Personnel of the Contractor

- The contractor's staff may use the toilet facilities that are indicated to the contractor by the Departments contact person.

- The personnel of the contractor must have respect for personnel, the public and all equipment and buildings belonging to the Department.
- Workers that do service in sensitive security areas as pointed out to the contractor must be dedicated personal.
- These workers shall at the cost of the contractor be classified by the SAP Security Branch as trustworthy.
- In accordance with the act on the control of admission to public premises and transport 1985 act 53 of 1985 workers shall be subject to the requirements of article 2 (2) of the incorporated act.
- The contractor's staff will be required to sign attendance register as when they enter the work site in the morning and leave the site afternoon and this can only happen during stipulated starting and knock off time.
- The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax.
- At the end of every working day, not later than 16:00 all the workers must have left the property.
- No workers will be allowed onto the property outside of normal working hours unless permission is granted by the contact person.
- Personnel of the contractor, subject to the conditions of the tender, have entrance to all areas to perform the service.
- If the service is not required in any area at a specific time no entrance to these areas will be allowed.
- The Department shall have the right to indicate to the contractor any worker that is in he's opinion a safety, health or security risk.
- Thereafter the contractor will not be able to use this person in the performance of this tender.
  - i. In such a case the contractor shall react immediately to such a request from the Department and as a result of such a request will not have the right to claim for any loss or damage against the Department. The contractor must indemnify the Department from any claims arising from the workers involved.
  - ii. If the Department has any information in connection with any of the contractor's personnel that are involved in the performance of this tender, the contractor can request the Department to supply such information to him without delay.
- **All workers must be in possession of identity cards that have been issued by the Security police as well as a company identity card with a colour photograph and identity number.**
- The card must be carried by the workers on the site while he/she is present on the property. The contractor will control and be responsible for the card in such a manner that no unauthorised person gains entry to the property.
- Every member of the contractor's staff shall be in possession of a certificate of health and must be produced as and when requested by the contact person.
- Personal hygiene must at all times be kept by the contractor and workers.
- Staff must behave in a sober and quiet manner.
- The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of the Department.
- The Department request that workers should be clothed in a uniform or overall that must be approved by the Department and that will be supplied to the workers at the cost of the contractor and will identify the workers as belonging to the contractor.
- No information may be supplied to the public or news media in connection with the contractor's activities.

- The contractor shall maintain an efficient, well-trained and qualified staff Component. Should the Department find any employee of the contractor to be unable to perform the work to the satisfaction of the Department, the Department may, in writing and together with reasons therefore, request that he/she be replaced in order to meet the requirements of the agreement.

Such replacement should take place within five working days from receipt of the Department's request.

#### **16. Equipments**

- The contractor shall be responsible for the supply and maintenance of all equipments that will be necessary for the satisfactory delivery of this service.
- The equipments used by the contractor must comply with the regulations of the machinery and occupational safety act.
- The Department can, where possible, supply a space for the storage of equipments free of charge. Where there is no space for storage the contractor must remove his equipments from the site.
- The Department has the right to inspect at anytime the provided space and at his discretion cancel the arrangement.

#### **17. Consumable items**

- The contractor shall at own cost be responsible for supplying all consumable items (including plastic rubbish bags and toilet paper) that are necessary for the supplying of effective service.
- The Department has the right to accept or reject any of these items.

#### **18. Advertisements**

- The contractor is not permitted to place any advertising signboards, printed matter or sign writing of any type whatsoever, with the exception of warning signs in the Departments buildings or outside any portion thereof without the written permission of the Department.
- The contractor or his staff may not exhibit any article or object that the Department regards as offensive or undesirable. In this case the Department decision is regarded as final and binding on the contractor and staff.
- The Department has the right to immediately remove any sign printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

#### **19. Electrical equipment**

- No electricity will be provided to the contractors.

#### **20. Warning signs**

- The contractor will be compelled to supply neat warning signs or boards that are of a size and design so as to be seen and recognized by the general public.



- These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.
- The contractor must have all warnings/boards made in English for the full term of this tender.

**21. Inflammable and Toxic Chemicals.**

- The contractor shall not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of the Department for the delivery of these services.

**22. Remuneration of Service.**

- The Department undertakes to pay the contractor after the tender period is fully completed and signed of by the Contact person of this Department.
- Payment shall be made within 30 days after an invoice has been submitted by the contractor to the Department and certified as correct and according to the tender conditions and the tender submitted, by the contact person.
- The tender rates should remain fixed for the duration of the agreement as would have been considered that the increment of the salaries for employees and other consumables is already incorporated in the fixed tender rates.

**23. Business/ Work Plan.**

- Upon submission of a tender the prospective tendered is to follow a comprehensive business / work plan is included in the documentation.
- NB
- 1). **List of workers with ID numbers to be used.**
  - 2). **Machinery and equipment that will be used.**
  - 3). **Proof of salaries of employees per contract**
  - 4). **Detail of proposed working cycles.**
- Whenever new areas are developed or services are curtailed an amended business / work plan must be obtained.

**No agency or partnership.**

- The relationship between the parties shall involve a close collaboration between two independent contracting parties and in the circumstance shall not imply any partnership in the legal sense, nor shall it constitute either party the agent or authorized representative of the other party.
- NB!

**Indulgences**

- No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such party's rights, or prevent such party from strictly enforcing due compliance with each and every provision of this agreement.

# Specification

## 1. DESCRIPTION.

QUOTATION N0:

Description of Contract to be performed:

GENERAL MAINTENANCE OF GARDEN AT MAGISTARTE COURT

The following description will be applicable to the contents of this specification.

### Agreement Period.

The period agreement is :  
Date: Contract commences :  
Date: Contract ends :  
Date of Site meeting :

## 2. GENERAL INFORMATION

Maintenance of perennial beds  
Maintenance of annuals  
Maintenance of lawns  
Maintenance of hard surfaces  
Refuge removal  
Work schedule/ Compensation /Equipment  
Minimum labour requirement:  
Contractor to supply own machinery and equipments as listed.  
The Department will supply plants and seedlings.

### Equipment list

Item	Minimum required	Contractor
<b>Irrigation</b>		
Hose pipe with fittings	1400m	
Self standing sprayers	3	
Measuring jug	1	
8L to 10L backpack sprayers for fertigation	1	

<b>Machinery</b>		
Lawnmower	3	
Brush cutter	2	
Edge trimmer	1	
Chain saw	1	
Scarifier machine	1	
Blower machine	1	
<b>Vehicle</b>		
1Ton truck	1	
<b>Hand tools</b>		
Spade	2	
Planting spade	2	
Fork	2	
Ladies fork	2	
Broom with handle	2	
Iron rake	2	
Leaf / Rubber rake	2	
Wheelbarrow	2	
Bow saw	2	
Bucket	1	
Hoe	2	
Ladder	1	
Mattock (Bospik)		
Pick	2	
Pruning lopper	2	
Hedge shear	2	
Sheep shear		
Spanners & tools	1	
Watering can	2	
Pruning shears	2	
<b>Consumables</b>		
Plastic refuse bags	200bgs month	per
<b>Protective clothing &amp; safety measures</b>		
Overall pants and jacket	2 pairs each	
Safety shoes	2 pairs each	
Rain coat		
Visible T- Shirts	2 pairs each	
Protective gloves for all labour		
<b>Machine operators</b>		
Protective leggings for brush cutter operators.		
Protective ear muffs		
<b>Chain saw operator</b>		
Gloves : Chainsaw gloves for chain saw operator		
Suitable goggles		
Hard hat		
Whistle for chainsaw operator and team manager.		

Chain saw pants for chain saw operator.		
Protective ear muffs		
<b>Herbicide &amp; Pesticide applicators</b>		
8L to 10L backpack sprayers	1	
Measuring jug	1	
Gloves: Rubber gloves for herbicides applicators	2 pairs	
Overall pants and jacket for use when spraying only	2	
Respirator mask	3	
Suitable goggles	3	
Safety signs	2	

Signature of contractor: \_\_\_\_\_

Date: \_\_\_\_\_

### **3. Scope of work / Specification.**

#### **3.1) Maintenance of Shrubs, Perennial plants and Trees.**

##### **3.1.1 General.**

- NO HOEING OF BEDS.
- LEAVE MULCH (leaves) IN BEDS if removed to contractor will replace the mulch with 10cm thick layer of compost for the contractors account.
- The plants will be kept neat at all times.
- All beds will be mulched to a 50mm thickness.
- Tree ties and stakes to be applied where needed.
- No open spaces will be accepted.
- Plant seedlings in well composted soil 10cm apart for smaller types and 15cm for larger types.
- Do not rake up the edges of the flowerbeds.

##### **3.1.2. Pruning.**

- Pruning according to seasons and plant species. Do not cut the shrubs in to topiaries or the Agapanthus healthy leaves
- Equipments to be used, to be free of diseases.
- All clippings to be removed from a site after pruning.
- Remove all spent flowers tree times a week.
- Contractors to liaise with the site representative for the pruning of shrubs and trees.

##### **3.1.3 Fertilization.**

###### **3.1.3.1 Shrubs and perennial plants.**

- Apply 2:3:2 at a rate of 70gm per m<sup>2</sup> every second month.
- Apply 2:3:7 at a rate of 50 gm per m<sup>2</sup> every fourth month.
- Fork in the fertilizer, Irrigate before and after fertilization.
- No burnt or damaged plants will be accepted.
- Fertigate all perennials and seedlings every 14 day's.

###### **3.1.3.2 Trees to a height of 5 m.**

- Apply 3:1:5 at a rate of 70gm per m<sup>2</sup> every second month.
- Apply 2:3:2 at a rate of 50 gm per m<sup>2</sup> every fourth month.
- Fork in the fertilizer.
- Irrigate before and after fertilization.
- No burnt or damaged plants will be accepted.

### 3.2 Irrigation.

#### 3.2.1 Plants.

- Due to a shortage of water, preference must be given to the seedlings and perennials.
- Plants to be irrigated 20 mm twice a week. (25minutes per area).
- No under or over watered beds will be accepted.

#### 3.2.2 Trees.

- Trees to be irrigated 20 litres twice a month.
- No under or over watered trees will be accepted.
- Water retaining wells to be made to the following
- Specification in veldt grass areas.
  - Diameter 1 meter
  - Height of wall 20cm.
  - Wells will be kept uniform and in good order.
  - Wells will be filled with mulch.

## 4) THE MAINTENANCE OF LAWNS

### 4.1 The mowing of lawns

- All stones, paper and/or foreign objects shall be removed from the site before each mowing operation.
- Grass shall be kept short and shall be cut regularly, two times a week from 1 September to 30 April and once a week from May to August.
- A generally acceptable norm for the length of grass is 20– 30 mm.
- Evergreen lawns to be mowing to a height not less than 50 mm and not more than 100mm.
- Grass shall be cut with a lawn-mower equipped with a grass box.
- The grass-cutting action shall also suit the circumstances of the consumer department.
- Care shall be taken that the blades of the machine are kept sharp to ensure a professional cut.
- Evergreen areas to be mown with a Rotary mower with sharp blades.
- All grass clippings shall be removed from the lawns and the site daily.
- Outside the growing season, the grass mat shall be removed once a year after consultation with the Representative.
- Care shall be taken that all unsightly bulges are removed during the process to ensure an even surface.
- If necessary, a top-dressing shall be applied to fill in any hollows in the lawn.
- All open areas to be filled in with same quality turf.
- The mowed lawn shall be to the satisfaction of the Representative Lawns will be mown in a Union Jack style.
- No scalping, lines or any other marks will be accepted on turf.

### 4.2 The trimming of lawn edges

- Equipment used to trim lawn edges shall be limited to equipment ensuring even, neat, vertical edges.

- A line shall be used for the edging of straight sections.
- Lawn edges shall be neatly trimmed every time lawns are mowed and shall have a neat appearance at all time to the satisfaction of the Representative.
- There shall be not increasingly wider spaces alongside the existing beds; and sidewalks or roads.

#### 4.3 General fertilization of lawns

- All fertilizer shall be distributed according to specifications by means of a calibrated fertilizer distributor.
- No burnt or damaged turf will be accepted.
- During June/July, lawns shall be aired by means of a spiked roller, after which super phosphates shall be applied at 1 kg per 100 m<sup>2</sup>.
- The lawns shall then be watered thoroughly.
- After each fertilization, lawn shall be irrigated immediately.
- Schedule for application of fertilizer: 3:2:1 fertilizer to be applied at a rate of 40 gm per m<sup>2</sup>, every second month.
- L: A: N fertilizer to be applied at a rate of 70 gm per sq. meter once every three months.
- 3:1:5 to be applied April at a rate of 50 gm per m<sup>2</sup>.
- Ever green lawns to be fertilized with 3:1:5 and 5:1:5 successively, every month.
- Irrigate before and after fertilization.

#### 4.4. Irrigation of lawns

- Due to a shortage of water, preference must be given to the seedlings and perennials.
- To ensure a good, healthy lawn, irrigation shall be done regularly in addition to natural rainfall.
- Care shall be taken that the moisture content of the soil is such that lawns remain above wilting point.
- Turf to be irrigated 20mm twice weekly.
- Where existing irrigation systems cannot be used or are inadequate, garden hoses shall be used for irrigation.

#### 4.5 Weeds in lawns

- Lawns shall be kept free from weeds.
- If chemical control is applied, this shall be done with the necessary caution and according to the manufacturer's specifications under the supervision of a qualified person.

#### 4.6 Pest control in lawns

- The contractor shall at all times be prepared to control –
  - harmful vermin such as moles;
  - harmful insects;
  - diseases resulting from fungi, bacteria's and viruses.
- If pests are chemically controlled, this shall be done according to the manufacturer's specification under the supervision of a qualified person.

#### 4.7. Planting of additional grass

- Any bare patches larger than 25 cm<sup>2</sup> in lawns shall be repaired by the laying of additional sods of the same type and quality of grass.
- When new sods are laid, the soil shall first be cultivated to a depth of at least 30 cm and fertilized with 3 kg of dolomitic lime and 1 kg of super phosphates per 100 m<sup>2</sup>.

- Additional well-rotted compost shall also be mixed in. A layer of well-rotted compost mixed with an equal amount of soil or a top-dressing shall be spread over the new sods to keep them damp.

#### 4.8 Veldt grass

- All stones, paper and/or foreign objects shall be removed from the site before each mowing operation.
- Grass shall be kept short and shall be cut regularly, once a week from 1 September to 30 April and every second week from May to August.
- A generally acceptable norm for the length of grass is 30 – 100 mm.
- Grass shall be cut with a lawn-mower equipped with a grass box.
- The grass-cutting action shall also suit the circumstances of the consumer department.
- Care shall be taken that the blades of the machine are kept sharp to ensure a professional cut.
- All grass clippings shall be removed from the lawns and the site daily.

#### 4.9 Fire lanes

- No damage to trees and plants by the contractor will be accepted. Contractor to remove plants as indicated.
- Veldt grass to be cut with a brush cutter or slasher.
- All grass areas will be cut to a height of not less than 20mm and no more than 50 mm.
- Un-cutting veldt grass will not be accepted.
- The width of the fire lanes must be **5 meters** on both sides of the fence.

### 5) **Hard surfaces.**

Areas regarded as hard surfaces:

- Pathways and steps.
- Roads.
- Stone walls.
- Water features
- Storm water gutters and drains

#### 5.1 General.

- All hard surfaces to be free from weeds and other unwanted materials.
- **To be swept and raked with an instrument that creates the least dust.**
- All soil and plant material to be removed from areas.
- Only even surfaces will be accepted.
- Oil marks and gravel on paves and stone areas to be removed on a monthly basis.
- The Contractor will clean the water features and maintain the plants and fish inside on a twice monthly bases or as instructed.

### 6) **Rubbish removal from the site and transport**

#### 6.1 Refuse removal

- Contractor to remove all refuse on site each day.
- No dumping is allowed on site.

#### 6.2 Dustbin maintenance

- All dustbins to be cleaned and washed out daily.
- Dust bin's to be lined with plastic bags and secured.

### 7) **Work schedule/Compensation and equipments:**

1. The contractor to provide with this tender a completed work schedule depicting the tasks and time frames of each day of the contract for a period of 22 days, for the period of the contract.
2. The contractor will compensate for unforeseen stoppages and ensure the full period quoted for is being worked.
3. The contractor to complete the supplied list of machinery that he will utilize on this contract and confirm the machines are available and in working order to successfully completes the contract. Contractor to supply adequate transport daily for his / her employees and equipment.
4. No equipment to be stored on any of the sites without a rental agreement.
5. If the contractor fails to provide the above mentioned equipment for the duration of the contract it will be considered as breach of contract. If the machines and equipment is not available on site hand over or any other day, the contract will be terminated.
6. The contractor hereby confirms that if he is not able to complete the contract and that he / she requests the Department to cancel his/her contract due to him/her not being able to complete the contract.
7. PROFILE OF PROPERTY AND EXTENT OF CONTRACTOR'S RESPONSIBILITY

**SITE/S INFORMATION**

The information as supplied is done in good faith by the Department. The Department does not accept any liability for the correctness thereof.

The bidder has to verify information and on site that they are conversant with on site conditions.

Total Area to be cleaned	
Number of employees required	
Number of supervisors required	
Lawn area	
Flower beds	
Hard surfaces	

**NOTA BENE:** The contractor must adhere to the following Acts:

- Basic Conditions of Employment Act no. 75 of 1997.
- Occupational Health and Safety Act no. 85 of 1993.

**PLEASE NOTE**

- The contractor will be held liable for any damage or loss suffered by the State as a result of the contractors own or his/her employee's negligence or intent which originated at the site.
- The State is indemnified against any liability compensation or legal expenses in respect of the following cases:  
The contractor will be notified in writing of the particulars of each claim he/she is liable for:
- Loss or injuries which might be sustained during the execution of duties.
- Damage to or destruction of any equipment or property of the contractor.

End of Specifications