

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

Tender no: PEHQ 08/2021

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**KEISKAMMAHOEK MAGISTRATES COURT: PROVISION OF HORTICULTURAL MAINTENANCE SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS.**

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 responsibilities of the Service Provider 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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (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 price negotiation with the preferred tender(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 Service Provider 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:<br>.....<br>.....<br>And: Whose Registration Number is:<br>.....<br>And: Whose Income Tax Reference Number is:<br>.....<br>CSD supplier number: ..... | OR | Natural Person or Partnership:<br>.....<br>.....<br>Whose Identity Number(s) is/are:<br>.....<br>Whose Income Tax Reference Number is/are:<br>.....<br>CSD supplier number: ..... |
|---|----|---|

**AND WHO IS (if applicable):**

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

**AND WHO IS:**

|   |  |
|---|--|
| Represented herein, and who is duly authorised to do so, by:<br><br>Mr/Mrs/Ms:<br>.....<br>In his/her capacity as:<br>..... | <b>Note:</b><br><b>A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b> |
|---|--|

**SIGNED FOR THE TENDERER:**

|                        |           |      |
|------------------------|-----------|------|
|                        |           |      |
| Name of representative | Signature | Date |

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**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:**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the 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):

.....

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

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

Fax No .....

Postal address .....

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

Bank Account No. .... Branch Code .....

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

**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 Service Provider 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.

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

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), 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 |
| <b>Address of Organisation:</b> |                            |

**WITNESSED BY:**

|                 |           |      |
|-----------------|-----------|------|
|                 |           |      |
| Name of witness | Signature | Date |

**Tender no:** PEHQ 08/2021

**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.

## PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF CLEANING SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

|                       |   |
|-----------------------|---|
| <b>Project title:</b> | KEISKAMMAHOEK MAGISTRATES COURT: PROVISION OF HORTICULTURAL MAINTENANCE SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS. |
|-----------------------|---|

|                          |                   |                         |                 |
|--------------------------|-------------------|-------------------------|-----------------|
| <b>Bid no:</b>           | PEHQ 08/2021      |                         |                 |
| <b>Advertising date:</b> | 17 September 2021 | <b>Closing date:</b>    | 05 October 2021 |
| <b>Closing time:</b>     | 11:00 AM          | <b>Validity period:</b> | 56 days         |

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

|                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.   |
| <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. |
| <input checked="" type="checkbox"/> | Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.   |
| <input checked="" type="checkbox"/> | Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices   |
| <input checked="" type="checkbox"/> | Submission of (PA-29): Certificate of Independent Bid Determination.   |
| <input checked="" type="checkbox"/> | <b>Registration on National Treasury's Central Supplier Database (CSD)</b> Submission of proof of registration with CSD by completing CSD supplier number on DPW-07  |
| <input checked="" type="checkbox"/> | Copy of joint venture agreement if bidder is a joint venture and / or consortium.  |
| <input checked="" type="checkbox"/> | Use of correction fluid is prohibited, bidders must <b>not</b> use pencil. <b>Use of blank ink only.</b>   |
| <input checked="" type="checkbox"/> | Compliance with Pre-qualification criteria for Preferential Procurement  |
| <input checked="" type="checkbox"/> | Compliance to Local Production and Content requirements as per PA36 and Annexure C   |
| <input type="checkbox"/>            | Bidders must attend a Compulsory Site meeting  |
| <input checked="" type="checkbox"/> | Bidders should initial next to each and every corrections made on DPW-07 and BOQ   |
| <input checked="" type="checkbox"/> | Submission of fully completed sworn affidavit OR submit a valid BBBEE certificate  |
| <input checked="" type="checkbox"/> | Submission of fully completed bill of quantities and form of offer.  |

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

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

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

|  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> 80/20 Preference points scoring system | <input type="checkbox"/> 90/10 Preference points scoring system | <input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system |
|--|---|---|

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.

Note: Functionality will be applied as a prequalification criterion. Such criteria is 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: | 0 |
|--|---|

| Functionality criteria: | Weighting factor: |
|-------------------------|-------------------|
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
|                         |                   |
| <b>Total</b>            | <b>100 Points</b> |

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor 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                               |



- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

**COLLECTION OF BID 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 NR OF HANCOCK & ROBERTS STREET, EBEN DONGES BUILDING, 2ND FLOOR, 6056. A non-refundable bid deposit of R is payable, (Cash only) is required on collection of the bid documents. **R100.00**
- A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

|                            |                        |                      |              |
|----------------------------|------------------------|----------------------|--------------|
| <b>DPW Project Leader:</b> | Potso Lekau            | <b>Telephone no:</b> | 041 408 2358 |
| <b>Cell no:</b>            | 081 032 2528           | <b>Fax no:</b>       |              |
| <b>E-mail:</b>             | Potso.lekau@dpw.gov.za |                      |              |

**DEPOSIT / RETURN OF BID 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 bid document.

All tenders must be submitted on the official forms –

|   |    |  |
|---|----|--|
| <p><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL<br/>DEPARTMENT OF PUBLIC WORKS<br/>PRIVATE BAG X 3919<br/>Port Elizabeth<br/><b>6065</b></p> <p>ATTENTION:<br/><b>PROCUREMENT SECTION: ROOM 292-294</b></p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p> | OR | <p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p>Cnr of Hancock &amp; Roberts Street<br/>Eben Donges Building<br/>Hancock street<br/><b>Ground Floor</b></p> |
|---|----|--|

**COMPILED BY:**

|                        |           |          |            |
|------------------------|-----------|----------|------------|
| Potso Lekau            |           | PM       | 13/09/2021 |
| Name of Project Leader | Signature | Capacity | Date       |







## DPW-04.2 (GS): - CONTRACT FORM: RENDERING OF SERVICES

This form must be filled in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of originally signed contracts for their respective records.

### Part 1: Contract Form completed by the Service Provider:

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution).  
  
in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number PEHQ 08/2021 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz  
 Invitation to bid (PA - 03: GS)  
 Pricing schedule(s)  
 Filled in task directives / proposal  
 Preference Certificates in terms of the PPPFA regulations 2017 (PA -16)  
 Declaration of interest (PA -11)  
 Special Conditions of Contract;
  - (ii) General Conditions of Contract; (PA -10) and
  - (iii) Other **Specify**
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

### Part 2: Contract Form completed by the Purchaser:

1. I **Insert name** in my capacity as **Insert capacity** accept your bid under reference number **Insert ref no** dated **Insert date** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.



| Description of service: | Price (VAT inclusive) | Completion date: | B-BBEE Status Level Contributor |
|-------------------------|-----------------------|------------------|---------------------------------|
|                         |                       |                  |                                 |
|                         |                       |                  |                                 |
|                         |                       |                  |                                 |
|                         |                       |                  |                                 |
|                         |                       |                  |                                 |
|                         |                       |                  |                                 |
|                         |                       |                  |                                 |
|                         |                       |                  |                                 |

**SIGNATURES OF THE CONTRACTING PARTIES:**

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_

|  |  |
|--|--|
| _____<br>Name of signatory hereof warrants | _____<br>for and behalf of the <b>Department of Public Works</b> who by signature authorization hereto |
| _____<br>Capacity of signatory             | _____<br>as Witness  |
| _____<br>Name of signatory                 | _____<br>for and behalf of the <b>Bidder</b> who by signature hereof warrants authorization hereto     |
| _____<br>Capacity of signatory             | _____<br>as Witness  |



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

|                        |   |                        |              |
|------------------------|---|------------------------|--------------|
| <b>Project title:</b>  | KEISKAMMAHOEK MAGISTRATES COURT: PROVISION OF HORTICULTURAL MAINTENANCE SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS. |                        |              |
| <b>Project Leader:</b> | P. Lekau  | <b>Bid / Quote no:</b> | PEHQ 08/2021 |

**1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**

*(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)*

| <b>Bid Document Name:</b>  | <b>Number of Pages:</b> | <b>Returnable document:</b>         |
|--|-------------------------|-------------------------------------|
| DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE  | 04 Pages                | <input checked="" type="checkbox"/> |
| PA-04 (GS): NOTICE AND INVITATION FOR QUOTATION  | 04 Pages                | <input checked="" type="checkbox"/> |
| DPW-04.2 (GS): CONTRACT FORM: RENDERING OF CLEANING SERVICES   | 02 Pages                | <input checked="" type="checkbox"/> |
| PA-09 (GS): LIST FOR RETURNABLE DOCUMENTS  | 01 Pages                | <input checked="" type="checkbox"/> |
| PA-10 GENERAL CONDITIONS OF CONTRACT   | 10 Pages                | <input checked="" type="checkbox"/> |
| PA-11: DECLARATION OF INTEREST AND BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES                                | 05 Pages                | <input checked="" type="checkbox"/> |
| PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS                                     | 01 Pages                | <input checked="" type="checkbox"/> |
| PA-15.1: RESOLUTION OF BOARD OF DIRECTORS  | 02 Pages                | <input checked="" type="checkbox"/> |
| PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES                              | 03 Pages                | <input checked="" type="checkbox"/> |
| PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES   | 03 Pages                | <input checked="" type="checkbox"/> |
| PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011                    | 05 Pages                | <input checked="" type="checkbox"/> |
| PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION  | 04 Pages                | <input checked="" type="checkbox"/> |
| SPECIFICATION (INCLUDING COST BREAKDOWN)   | 15 Pages                | <input checked="" type="checkbox"/> |
| PA-36: TOGETHER WITH ANNEXURE C: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTACT FOR DESIGNATED SECTORS | 05 Pages                | <input checked="" type="checkbox"/> |
| PA-40  | 02 Pages                | <input checked="" type="checkbox"/> |
|  | Pages                   | <input type="checkbox"/>            |
|  | Pages                   | <input type="checkbox"/>            |
|  | Pages                   | <input type="checkbox"/>            |
|  | Pages                   | <input type="checkbox"/>            |

|                       |                  |             |
|-----------------------|------------------|-------------|
|                       |                  |             |
| <b>Name of Bidder</b> | <b>Signature</b> | <b>Date</b> |



## 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**
9. **Packing**
10. **Delivery and documents**
11. **Insurance**
12. **Transportation**
13. **Incidental services**
14. **Spare parts**
15. **Warranty**
16. **Payment**
17. **Prices**
18. **Contract amendments**
19. **Assignment**
20. **Subcontracts**
21. **Delays in the supplier's performance**
22. **Penalties**
23. **Termination for default**
24. **Dumping and countervailing duties**
25. **Force Majeure**
26. **Termination for insolvency**
27. **Settlement of disputes**
28. **Limitation of liability**
29. **Governing language**
30. **Applicable law**
31. **Notices**
32. **Taxes and duties**
33. **National Industrial Participation Programme (NIPP)**
34. **Prohibition of restrictive practices**

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.
- 1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be



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

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

#### **6. Patent rights**

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

#### **7. Performance security**

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

#### **8. Inspections, tests and analyses**

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



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

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and





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

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

#### 14. Spare parts

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

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

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

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

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

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

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

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

#### 16. Payment

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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

- 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:



- (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.



## 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.



**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 |



<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 |
|-----------|-----------------|-------------------------------|---------------------------------------|
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
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|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |
|           |                 |                               |                                       |

**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><br><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 | <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><br><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> | <input type="checkbox"/><br><b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| 5.4 | <i>If so, furnish particulars:</i>   |  |                                    |
| 5.5 | <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>   | <input type="checkbox"/><br><b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| 5.6 | <i>If so, furnish particulars:</i>   |  |                                    |
| 5.7 | <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>  | <input type="checkbox"/><br><b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| 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-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

|                         |  |                      |  |
|-------------------------|--|----------------------|--|
| <b>Project title:</b>   | <b>KEISKAMMAHOEK MAGISTRATES COURT: PROVISION OF HORTICULTURAL MAINTENANCE SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS.</b> |                      |  |
| <b>Tender / Bid no:</b> | PEHQ 08/2021   | <b>Reference no:</b> |  |

I, \_\_\_\_\_ (surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my practice number being \_\_\_\_\_, practising at  
 \_\_\_\_\_ (Physical or postal addresses)  
 declare that I have examined Mr. / Ms. \_\_\_\_\_,  
 identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” – as per Preferential Procurement Policy Framework Act No 5 of 2000.

The nature of the disability is as follows:

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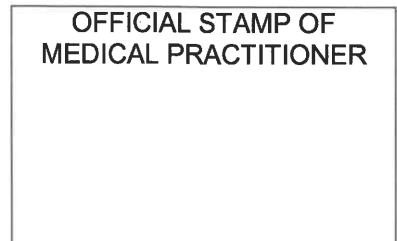


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Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





### 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:**

- 1. 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)

- 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 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  |      |          |           |
| 7  |      |          |           |
| 8  |      |          |           |
| 9  |      |          |           |
| 10 |      |          |           |
| 11 |      |          |           |
| 12 |      |          |           |
| 13 |      |          |           |
| 14 |      |          |           |



|    |  |  |  |
|----|--|--|--|
| 15 |  |  |  |
| 16 |  |  |  |
| 17 |  |  |  |
| 18 |  |  |  |
| 19 |  |  |  |
| 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



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

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

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

Note:

- \* Delete which is not applicable
- NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Bidding Enterprise
- 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:

\_\_\_\_\_  
\_\_\_\_\_

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

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



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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (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:**

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).

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
 PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2.

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

1.3. Points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

**1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

|   |    |   |
|---|----|---|
| <b>80/20</b>  | or | <b>90/10</b>  |
| $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ | or | $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ |

Where

**P<sub>s</sub>** = Points scored for price of bid under consideration

**P<sub>t</sub>** = Price of bid under consideration

Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

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

**7. SUB-CONTRACTING**

1.1. Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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



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

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

| Designated Group: An EME or QSE which is at least 51% owned by:   | EME<br>√ | QSE<br>√ |
|---|----------|----------|
| 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   |          |          |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1. Name of company/firm:.....

1.2. VAT registration number:.....

1.3. Company registration number:.....

1.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



1.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME)**

I, the undersigned,

|                                |  |
|--------------------------------|--|
| <b>Full name &amp; Surname</b> |  |
| <b>Identity number</b>         |  |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

|  |   |
|--|---|
| <b>Tender No.</b>                                      |   |
| <b>Enterprise Name:</b>                                |   |
| <b>Trading Name (if Applicable):</b>                   |   |
| <b>Registration Number:</b>                            |   |
| <b>Enterprise Physical Address:</b>                    |   |
| <b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b> |   |
| <b>Nature of Business:</b>                             |   |
| <b>Definition of "Black People"</b>                    | <p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>    i. Before 27 April 1994; or</p> <p>    ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p> |

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, by **ticking the applicable box.**

|                           |   |  |
|---------------------------|---|--|
| 100% Black Owned          | <b>Level One</b> (135% B-BBEE procurement recognition level)  |  |
| At least 51% Black Owned  | <b>Level Two</b> (125% B-BBEE procurement recognition level)  |  |
| Less than 51% Black Owned | <b>Level Four</b> (100% B-BBEE procurement recognition level) |  |

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp



**PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION**

|                       |   |                      |  |
|-----------------------|---|----------------------|--|
| <b>Project title:</b> | KEISKAMMAHOEK MAGISTRATES COURT: PROVISION OF HORTICULTURAL MAINTENANCE SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS. |                      |  |
| <b>Bid no:</b>        | PEHQ 08/2021  | <b>Reference no:</b> |  |

**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 *pe 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

<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.

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 |
|----------------|-----------|------|----------|
|----------------|-----------|------|----------|



**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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**



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 |
|---|------------------------------|
| UNIFORM                                 | 100 %                        |

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 at 12:00 on the date of advertisement of the bid.

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. PEHQ /2021.....**

**ISSUED BY: (Procurement Authority / Name of Institution): NDPW**

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|  |       |
|--|-------|
| Bid price, excluding VAT (y)                                       | R     |
| Imported content(x), as calculated in terms of SATS 1286:2011      | R 0   |
| Stipulated minimum threshold for local content (paragraph 3 above) | 100 % |
| Local content %, as calculated in terms of SATS 1286:2011          | 100 % |

**If the bid is for more than one product, the local content percentages for each**

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 3 of 4



**product contained in Declaration C shall be used instead of the table above. 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 4.1 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:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_





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

Name of Tenderer .....  EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

## 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

| Name and Surname # | Identity/<br>Passport<br>number<br>and<br>Citizenship## | Percentage<br>owned | Black  | Indicate if<br>youth                                     | Indicate if<br>woman                                     | Indicate if<br>person with<br>disability                 | Indicate if<br>living in rural /<br>under<br>developed<br>area/township | Indicate if<br>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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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"/> Yes <input type="checkbox"/> No                | <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 )

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise



**SPECIFICATION COMPLIANCE SCHEDULE**

**THIS DOCUMENT MUST BE COMPLETED IN CONJUCTION WITH DPW 07**

**Keiskammahoek Magistrate Office: Provision of Horticultural Maintenance for a Period of (24) Twenty Four Months**

Name of bidder: .....

Bid number: **PEHQ 08/2021**

Briefing date: **N/A @11:00 am**

Bid advert date: .....

Bid Closing date: .....

Closing Time: **11:00 am**

**OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.**

The **Bidder is required to indicate, adjacent to each paragraph** in the column provided for this purpose, whether the bidder is in **compliance with the bid specifications** and to what extent by writing **“Yes” or “No”**. **If any comments must be made with regard to the latter, this must be provided on an addendum in which case the bidder must make reference to the relevant specification and attach any documentation, where required.**

*In the event where a **written proposal for the service** is included in the bid, an **electronic version of such proposal** on disc must also be submitted with the bid.*

**THE DPW RESERVES THE RIGHT TO AWARD THIS BID IN PART, OR IN WHOLE, OR NOT TO MAKE ANY AWARD AT ALL.**



| Paragraph no.     | Service/Site specification  | INDICATION OF COMPLIANCE<br>NB  |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
|-------------------|---|---|-----------------------------|------|---------------------|--------|--------------------|----------|---------------------|-------|--------------------|-------------------|---------------------------|-----|----|
|                   |   | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
|                   |   | YES   | NO                          |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| 1.                | <b>DESCRIPTION OF THE PREMISES: ADDO MAGISTRATE OFFICE</b>  |   |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| 2.                | <p><b>REQUIRED PERSONNEL</b></p> <p>Number of grounds-man : 2</p> <p>Service required for five (5) days per week on site on Monday to Friday , for 8hours and 4.33 weeks a month.</p> <p>Site Manager 1</p> <p>Attend on site 2 times weekly based for managing the site and administration duties, oversee all works done on day and organizing and ordering materials and equipment for the site maintenance.</p>   | YES   | NO                          |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| 3.                | <p><b>SIZES OF AREAS TO BE SERVICED:</b></p> <table border="1"> <thead> <tr> <th><u>AREA</u></th> <th><u>SIZE (m<sup>2</sup>)</u></th> </tr> </thead> <tbody> <tr> <td>Lawn</td> <td>5000 m<sup>2</sup></td> </tr> <tr> <td>Plants</td> <td>500 m<sup>2</sup></td> </tr> <tr> <td>Pavement</td> <td>2500 m<sup>2</sup></td> </tr> <tr> <td>Verge</td> <td>200 m<sup>2</sup></td> </tr> <tr> <td><b>Total area</b></td> <td><b>8200 m<sup>2</sup></b></td> </tr> </tbody> </table> | <u>AREA</u>   | <u>SIZE (m<sup>2</sup>)</u> | Lawn | 5000 m <sup>2</sup> | Plants | 500 m <sup>2</sup> | Pavement | 2500 m <sup>2</sup> | Verge | 200 m <sup>2</sup> | <b>Total area</b> | <b>8200 m<sup>2</sup></b> | YES | NO |
| <u>AREA</u>       | <u>SIZE (m<sup>2</sup>)</u>   |   |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| Lawn              | 5000 m <sup>2</sup>   |   |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| Plants            | 500 m <sup>2</sup>  |   |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| Pavement          | 2500 m <sup>2</sup>   |   |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| Verge             | 200 m <sup>2</sup>  |   |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| <b>Total area</b> | <b>8200 m<sup>2</sup></b>   |   |                             |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |
| 4.<br>4.1         | <p><b>DELIVERABLES: STANDARD METHOD &amp; FREQUENCY</b></p> <p>(a) Compost supplied is to be free of stones, disease/virus and weeds.</p>   | YES   | NO                          |      |                     |        |                    |          |                     |       |                    |                   |                           |     |    |



| Paragraph no. | Service/Site specification   | INDICATION OF COMPLIANCE<br>NB  |           |
|---------------|--|---|-----------|
|               |  | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |           |
|               | <p>(b) The compost shall be spread as a cover over the required area comprising of a layer 30mm-40mm.</p> <p>(c) The compost shall be dug into the soil to a depth of 250mm-300mm to mix thoroughly with the soil.</p> <p>(d) This is to be done twice yearly i.e. once every six (6) months of the duration of the contract.</p>  |   |           |
| 4.2           | <p><b>A. Lawn maintenance</b></p> <p><b>1. MOWING</b></p> <p><b>A single mowing cycle shall comprise of mowing, edging, raking all grassed surfaces on the facility and removal of the clippings from the mown areas.</b></p> <p>All foreign objects shall be removed from the turf before starting operation.</p> <p>The blades of the turf are to be cut at a height of 10mm-20mm using a rotary mower.</p> <p>The turf shall be cut in twice a month in the following seasons: summer, autumn and spring. In winter the turf/grass must be cut once.</p> <p>The edges shall be neatly trimmed in conjunction with the mowing programme using a line to keep the edges straight in sections requiring so.</p> <p>The equipment used in edging shall be limited to equipment ensuring even, neat and vertical edges avoiding the widening of gaps along sidewalks, bedding or roads.</p> <p>Clippings may not remain on mown surface overnight and shall be removed on the same day of operation.</p> <p>All areas to be cut are to be cut within three (3) days of beginning the mowing cycle.</p> <p>The grasses area shall be maintained to the satisfaction of the project manager.</p> <p>Equipment used in the mowing programme shall be in good working condition to give a professional cut.</p> <p>An acceptable lawn shall be free of ridges, have an even surface, no lines and clippings.</p> <p><b>Irrigation</b></p> <p>The lawn is to be watered once (1) a week, the soil should be moist and not drenched, to a depth of 10mm-15mm below soil surface. During rainfall no irrigation to be done.</p> | <b>YES</b>  | <b>NO</b> |



| Paragraph no. | Service/Site specification  | INDICATION OF COMPLIANCE NB   |    |
|---------------|---|---|----|
|               |   | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |    |
|               | <p><b>Fertilizer application</b><br/>Application of fertilizer must be applied once a every season or (once a month in every three months) per year</p> <p><b>Vegetation/ weed control</b><br/>A <b>selective herbicide</b> shall be used to control broad leaf weeds on turf once approval has been received from project manager, otherwise mechanical/manual removal shall be the only acceptable method. This should be done once (1) every two (2) months</p> <p><b>A. Lawn maintenance</b><br/>Supplementary horticultural practices shall be carried out during the period the service is on site and as when instructed by the project manager.<br/>After all the following maintenance work has been done.</p> <ul style="list-style-type: none"> <li>a. Scarifying<br/>The tines shall remove all thatch from the mown surface to ensure this penetrate soil to a depth of 10mm.</li> <li>b. Spiking<br/>The spikes shall penetrate soil to a depth of 50mm-70mm.</li> <li>c. Top-dressing<br/>Medium shall be a mixture of compost and fine river sand free of stones and weeds.<br/>Top dressing shall be applied as a complete 20mm-30mm cover over the surface and levelled off to even out surfaces.</li> <li>d. Transplanting<br/>All damaged areas on turf shall be replaced with sods or stolon of the same species and quality of turf <b>as soon as they appear.</b></li> </ul> |   |    |
| 4.3           | <p><b>A. Bedding</b></p> <p><b>2. TRANSPLANTING/PLANTING</b><br/><b>Transplanting</b><br/>Plants requiring transplanting shall be done so as per their season and species requirements, this shall pertain to groundcovers perennials and shrubs.</p>   | YES   | NO |



| Paragraph no. | Service/Site specification  | INDICATION OF COMPLIANCE<br>NB  |    |
|---------------|---|---|----|
|               |   | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |    |
|               | <p>The contractor shall communicate with the project manager before transplanting any plants.<br/>This shall form part of the contract agreement and carried out on a monthly basis when required.<br/>Transplanting shall be carried out to control overgrowth, and bare patches where plants have died, and will need to be replaced with same/similar species included in the maintenance cost as part of the contract agreement.</p> <p><b>Planting</b><br/>Well composed soil need to be applied in bed before planting. Planting shall be carried out in empty beds or where it is required by the project manager and also types/ species required<br/>Only health disease free plants will be accepted for planting.</p> <p><b>Vegetation</b><br/>The weed shall be removed mechanically/ manually from the affected area, with no use of any harmful chemicals /herbicides on bedding areas.</p> <p><b>Pruning</b><br/>Over grown shrubs and perennials with vigorous growth shall be pruned to maintain good shape and encourage growth.</p> <p><b>Irrigation</b><br/>The bedding areas are to be watered three (3) times a week the soil should be moist and not be drenched/ too wet, to a depth of 25mm-40mm below soil surface. During rainfall no irrigation to be done.</p> <p><b>Fertilizer</b><br/>Application of fertilize must be done four (4) times a year ( once every three months)</p> |   |    |
| 4.4           | <p><b>B. Trees</b><br/>All trees growing on the property shall be maintained by the contractor to display a good quality specimen which shall have the following traits:</p> <ul style="list-style-type: none"> <li>• Single main stem growing from the ground.</li> </ul>  | YES   | NO |





| Paragraph no. | Service/Site specification  | INDICATION OF COMPLIANCE<br>NB  |    |
|---------------|---|---|----|
|               |   | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |    |
|               | <ul style="list-style-type: none"> <li>Depending on the size, the lower 25-40% shall be free of lateral branches.</li> <li>No multi stems or water shoots arising from the soil shall be accepted and are to be pruned as soon as they emerge.</li> <li>Pruning of trees shall not exceed 5m in height from the tree base.</li> </ul> <p>All trees requiring pruning shall be done so as not to damage property and furthermore the actual plant or specimen itself.</p> <p>The pruned appendage shall not:</p> <ul style="list-style-type: none"> <li>Have jagged edges</li> <li>Tears in the bark</li> <li>Die back from improper pruning technique</li> <li>Disease from improper pruning and subs standard equipment.</li> </ul> <p>The pruned appendages shall be treated immediately with a tree sealer or an approved solution to prevent exposure of the wound to disease and virus.</p> <p>The solution shall be applied as per the product label.</p> |   |    |
| 4.5           | <p>Contractor shall responsible for:</p> <ul style="list-style-type: none"> <li>Sending in a product label ahead of starting any of the work to project manager.</li> </ul> <p>The contractor shall ensure that persons working with chemicals are informed people, and if necessary the project manager may request certificates allowing applicators to handle chemicals from the contractor.</p> <p><b>Contractor shall exercise care that the herbicide does not spill unnecessarily onto the soil.</b></p> <p>C. Palm trees where present are to be pruned so as to produce a "V" shaped crown and remove all the dead fronds/palm leaves as close as possible to the trunk.</p>   | YES   | NO |



| Paragraph no. | Service/Site specification   | INDICATION OF COMPLIANCE NB   |    |
|---------------|--|---|----|
|               |  | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |    |
| 4.6           | <p><b>3. PRUNING</b></p> <p>The plants shall be pruned in accordance to season and plant species. All over overgrown plants must be pruned. Healthy plants are not to be cut unless otherwise instructed by the project manager.</p> <p>The equipment used is to be in good working condition with sharp blades and sterilized so as to be free of pathogens e.g. diseases, viruses, fungus and virolet.</p> <p>All refuse generated from the pruning shall be removed from site immediately after operations or during the two days contractor on site.</p> <p>Broken and dead branches shall be pruned as soon as they are noticed.</p> <p>The contractor shall communicate with the project manager before to avoid excessive pruning of plants which shall be carried out once (1) every three (3) months depending on the species.</p> <p>Hedge shall height shall be kept between 1.5 m to 2m.</p>   | YES   | NO |
| 4.7           | <p><b>SWEEPING HARD SURFACE</b></p> <p>All hard surfaces areas and drainage channels must be swept clean of all debris.</p> <p><b>Vegetation/ Weed control</b></p> <p>A non-selective herbicide shall be used to control all weeds on hard surfaces once approval has been received from project manager, otherwise mechanical removal shall be the only acceptable method</p> <p><b>(a) Litter</b></p> <p>i. All loose objects (papers, plastic, glass pieces, stones, leaves droplets etc.) shall be collected and removed from site.</p> <p><b>(b) Refuse</b></p> <p>i. The service provider must remove all refuse generated as a result of the service done and ensure that there is no dumping allowed on site (refuse unattended will be accounted for and an explanation should be given.</p> <p>ii. Refuse shall be removed from the site <b>within five (5) days / during the period on site</b>. Refuse should not be kept on site over weekend if found the service will account and a sanction will be imposed.</p> | YES   | NO |



| Paragraph no. | Service/Site specification  | INDICATION OF COMPLIANCE NB   |    |
|---------------|---|---|----|
|               |   | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |    |
|               | <p>iii. Where refuse is stored on site for collection, it should be temporarily kept in a hidden place that will not be hazardous to the clients, and also not to cause an unhealthy environment, the gardening refuse should be dumped in a designated disposal area, provided by the Municipality.</p> <p><b>The refuse bins on site are at no point to be used for garden refuse; gardening refuse should be collected and placed in gardening refuse bags.</b></p>  |   |    |
| 4.8           | <p><b><u>MAINTENANCE OF THE VERGE</u></b></p> <p>Distance of two (2) metre outside the fence/ perimeter of the enclosed grounds shall be maintained. The verge, sometimes referred to as the municipality territory shall form part of this contract. The quoted price for maintenance of grounds shall include application of herbicides where applicable.</p>   | YES   | NO |
| 4.9           | <p><b>PEST CONTROL</b></p> <p>Pest control services must be carried by an accredited Pest Control agent.</p> <p>In the event that the contractor is not accredited for pest control, then the contractor must appoint an accredited or qualified pest control agent to carry out these duties and must provide a letter that state that the bidder is outsource pest control . Cost for this service must be included in the bidding price. <b>Pest Control must be</b> in terms of the following acts <b>fertilizer, farm feeds, agricultural remedies and stock remedies act no.36 of 1947.</b> This include <b>Pesticides, Herbicides and Fungicides</b></p> | YES   | NO |
| 4.10          | <p><b>A. Fungal/Viral</b></p> <p>The contractor shall inspect all plants and lawn regularly for any signs of a pest.</p> <p>Should the contractor notice any type of pest on the plants, they shall communicate with the project manager and an agreement on suitable method to control the pest will be agreed on. The instruction given by the project manager must be adhered to.</p>  | YES   | NO |
| 4.11          | <p><b>A. Vegetation</b></p> <p>The weed shall be removed mechanically from the affected area, with no use of any harmful chemicals /herbicides on bedding areas.</p> <p>A <b>selective herbicide</b> shall be used to control broad leaf weeds on turf once approval has been received from project manager, otherwise mechanical/manual removal shall be the only acceptable method.</p>   | YES   | NO |



| Paragraph no. | Service/Site specification  | INDICATION OF COMPLIANCE NB   |    |
|---------------|---|---|----|
|               |   | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |    |
|               |   | YES   | NO |
| 4.18          | <p><b>B. REFUSE REMOVAL FROM THE SITE AND TRANSPORT</b></p> <p>Contractor shall remove all refuse generated from cleaning the garden. No dumping shall be allowed on site. All fees for the dumping of refusal at the Municipal dumping site shall be included in the bidding price</p>   | YES   | NO |
| 4.18          | <p><b>C. Transport</b></p> <p>The service provider shall include the transportation costs for refuse removal; travel to service site, transportation of labour, equipment, material and site meetings with project manager and also supervision cost must be included. The quoted transport costs must cover the duration of the contract.</p>  | YES   | NO |
| 5.            | <p><b>EQUIPMENT AND MATERIAL TO BE USED</b></p> <p>Supply the following plants species:</p> <ul style="list-style-type: none"> <li>a. Cocus plumose X5</li> <li>b. Gazania Gazoo Clean Orange/ Actotis X trays ( 1x 30 cells)</li> <li>c. Bulbinia sp. X10</li> <li>d. Aloe sp. X10</li> <li>e. Thulbagia sp X 10</li> <li>f. Thulbagia var sp. X 10</li> <li>g. Statice perezzi X10</li> <li>h. Prtulacarai afra X10 (3L)</li> <li>i. Phormium tenax (baby Bronze) X10</li> </ul> <p>Total =95 plants</p> <p>10 m<sup>3</sup> x Compost<br/>                     100 kg x Fertilizer<br/>                     6 m<sup>3</sup> Mulch<br/>                     10 m<sup>3</sup> x Top dressing</p> | YES   | NO |



| Paragraph no. | Service/Site specification   | INDICATION OF COMPLIANCE<br>NB  |  |
|---------------|--|---|--|
|               |  | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |  |
|               | <p><b>Irrigation</b><br/>                     1 x hose pipe 60m<br/>                     1 x nozzle sprayer<br/>                     1 x sprinkler head<br/>                     1 x tap connectors</p> <p><b>Lawn</b><br/>                     1 x brush cutter (with harness)/ rotary mower<br/>                     1 x padded pants (machine operators)<br/>                     1 x protective ear muffs<br/>                     1 x signage (safety)<br/>                     1 x visor (facial protection)</p> <p><b>Miscellaneous</b><br/>                     1 x bow saw<br/>                     1 x broom fan<br/>                     1 x lopper<br/>                     1 x planters spade<br/>                     1 x secateurs<br/>                     1 x 1 steel rake and fan rake<br/>                     1 x watering can<br/>                     1 x wheel-barrow</p> <p><b>Safety</b><br/>                     Minimum of 1 x continental suit per year (with EPWP Logo)<br/>                     1 x gloves (for all work)<br/>                     1 x rain coat<br/>                     1 x safety harness<br/>                     1 x safety shoes (steel toe)</p> <p><b>Transport</b><br/>                     1 x light delivery vehicle/pickup</p> <p><b>All the items listed above shall comply with all the latest requirements of the Occupational Health &amp; Safety Act regarding the handling of chemicals and machinery</b></p> |   |  |
| 6             | <p><b><u>RESPONSIBILITY OF THE SUCCESSFUL SERVICE PROVIDER</u></b></p> <p>6.1 The successful service provider must:<br/>                     (a) Provide all gardening material and equipment necessary for the proper execution of the gardening service in terms of the specifications.<br/>                     (b) Maintain its equipment in working order.</p>  |   |  |



| Paragraph no. | Service/Site specification   | INDICATION OF COMPLIANCE   |  |
|---------------|--|--|--|
|               |  | NB   |  |
|               |  | By indicating <b>Yes</b> within this column, the bidder confirms that he/she will meet the specified deliverable |  |
|               | <p>(c) Ensure that fair labour practices are complied with.</p> <p>(d) Indemnify, protect, defend and hold harmless the Department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof and arising out of:</p> <ul style="list-style-type: none"> <li>i. Any claim in respect of any taxes payable by the Contractor.</li> <li>ii. Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (WCA) or for any loss for which the Contractor is liable.</li> <li>iii. Any claim in respect of the Occupational Health and Safety Act. Bidders are referred to the Written Agreement on Occupational Health and Safety bound into this document.</li> <li>iv. Any claim by any third person including any employees of the Department or of the Contractor for any loss resulting from any bodily injury and/or damage to property by an act or omission of the Contractor or any of its employees, servants or agents.</li> </ul> <p>(e) Observe all statutory Conditions of Employment e.g., wages and other contributions, hours of work, overtime or leave applicable etc. to the Contract Cleaning Industry. <b>(refer to paragraph 8.2(a) )</b></p> <p>(f) Supply the labour force to render the cleaning service in terms of the specification. This labour force is to conduct itself in an efficient and professional manner in carrying out their duties and keep disturbances to the occupants of the building to a minimum.</p> <p>(g) After award of the contract, complete the Written Agreement on Occupational Health and Safety as referred to in paragraph 7(a)(iii) below</p> <p>(h) Ensure that its supervisor, who must be identified in writing to the DPW's project leader and empowered to act for him/her, is present on site during the official working hours. Must attend to any problems or complaints that may arise and directives given to him/her by the DPW's project leader. Ensure that the supervisor is contactable at all times.</p> <p>(i) Ensure that a meeting between the service provider and a project leader of the DPW takes place once a month.<br/>Ensure that replacement staff is available at all times (for e.g. absences, industrial actions etc.) The service provider must ensure that all its contracted staff adhere to the daily starting and ending times for the specified services and that the DPW could request to replace cleaning staff when necessary.</p> |  |  |



| Paragraph no. | Service/Site specification   | INDICATION OF COMPLIANCE  |  |
|---------------|--|---|--|
|               |  | NB  |  |
|               |  | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |  |
|               | <p>(j) Ensure that EPWP labour reports are submitted monthly. (Attendance register and labour payment register)</p> <p>(k) Keep the facilities provided by the DPW clean and tidy.</p> <p>(l) Conform to all applicable legislation, Municipal By-Laws or directives issued by the Eastern Cape Provincial Government (ECPG).</p> <p>(m) Comply with the facility/site's security and emergency policies and procedures.</p> <p>(n) Ensure that all staff employed are issued with protective clothing with the company's logo, as well as nametags</p> <p>(o) Accept responsibility and liability for the safekeeping of its equipment on the premises provided by the DPW.</p> <p>(p) Supply neat warning signs which are to be of a size and design to be easily recognisable to the general public. The signs are to be used wherever work is in progress, more especially hazardous work to alert all persons using the facility and surrounds. The warning signs are to be made in English and another local language, and shall be used for the term of the contract.</p> <p>(q) Not store or use poisons, flammable chemicals and materials on the property without the written consent of the department.</p> <p>(r) Not store or use poisons, flammable chemicals and materials on the property without the written consent of the department.</p> <p>(s) Maintain site dairy or complaints register in which comments and instructions can be documented by Department of Justice and DPW Project Leader in the absence of the site supervisor.</p> <p>(t) Supply and maintenance of equipment and materials required for providing of the service at the required standard.</p> <p>(u) Ensure that all equipment used for any part of the service shall comply with regulations of the Machinery and Occupational Health and safety Act (Act 85 of 1993).</p> <p>(v) Supply all consumable items (including plastic refuse bags and toilet paper) that are necessary for the supplying of effective services.</p> <p>(w) Be aware that no electricity will be provided for the operation of his/her equipment.</p> <p>(x) Ensure that uniform comply with the EPWP Corporate Identity Manual</p> |   |  |



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|---------------|--|---|--|
|               |  | By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |  |
| <b>8.</b>     | <p><b>EVALUATION CRITERIA</b></p> <p><b>8.1 Phase 1 – Bidding Legislative requirements</b></p> <p>All prospective bidders <b>MUST</b> comply with the following minimum bidding criteria:</p> <ul style="list-style-type: none"> <li>(a) Completion in full of the DPW-07 Form of Offer.</li> <li>(b) Submission of an original Valid Tax Clearance Certificate</li> <li>(c) Completion in full of the Specification Compliance Schedule above.</li> <li>(d) Duly completed Declaration Forms (PA).</li> <li>(e) Where applicable (Joint Ventures and Consortiums) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities of all parties. In such cases valid and original tax clearance certificates of all parties are required.</li> <li>(f) Preference points will only be awarded in terms of an original or certified copy of a B-BBEE status level of contribution certificate issued by an accredited verification agent (SANAS or IRBA). In the case of a Joint Venture or Consortium, a consolidated B-BBEE certificate in the name of the Joint Venture or Consortium is required.</li> </ul> <p><b>FAILURE COMPLY WITH THE ABOVE WILL DISQUALIFY THE BIDDER:</b></p> <p><b>NB: Bidders that passed responsiveness tests in Phase 1 will proceed to Phase 2.</b></p> <p><b>8.2 Phase 2 - Verification of the Bidding price</b></p> <ul style="list-style-type: none"> <li>(a) Fully completed Annexure A - any bidder who submitted an offer below the Gardening Contract: Sectoral Determination 13 for Farm Worker Sector and Horticulture (1 March 2015 – 29 February 2016) will not be considered for participation in the evaluation phase,</li> </ul> |   |  |





| Paragraph no. | Service/Site specification   | INDICATION OF COMPLIANCE  |  |
|---------------|--|---|--|
|               |  | NB<br>By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable |  |
|               | <p><b>Failure to submit the information requested will result in your bid being regarded as non-compliant.</b></p> <p>NB: The publications are obtainable from the:<br/>South African Department of Labour online website:<br/><a href="http://www.labour.gov.za">http://www.labour.gov.za</a></p> <p><b>8.3 Phase 3 – Preference Point System</b></p> <p>Bidders who complied with Sectorial Determination and fully completed Annexure A will be evaluated further in terms of the preference point system (80/20 or 90/10).</p> |   |  |



**ALL BIDDERS MUST BE COMPLETE THIS ANNEXURE**

**NB: (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

| Number of Groundsman: 2   |   |  |                           |                           |                       |                       |
|---|---|--|---------------------------|---------------------------|-----------------------|-----------------------|
| Item  | Description   | Condition  | YEAR 1 Groundsman Minimum | YEAR 2 Groundsman Minimum | Bidder's offer        |                       |
|   |   |  |                           |                           | Year 1 Monthly Salary | Year 2 Monthly Salary |
| 1.  | Basic salary - hourly rate must not be less than that published in terms of Government Notice under for Domestic and farm workers minimum rate from 01 May 2018 | hourly rate x 8 hours per day x 3 days per week x 4,33 weeks per month | R 20.00                   |                           |                       |                       |
| 2.  | Total Wage Cost per month   |  |                           |                           |                       |                       |
| <b>Provisions to be made as additional costs incurred to the minimum rate of pay:</b> |   |  |                           |                           |                       |                       |
| 3.  | Annual leave provision (pro rata per month) based on minimum determined days per year.  | 15 days per year + 12 months x hourly rate x 8 hours per days          |                           |                           |                       |                       |
| 4.  | Sick Leave (pro rata per month) based on minimum determined days per year   | 10 days per year + 12 months x hourly rate x 8 hours per day           |                           |                           |                       |                       |
| 5.  | Family Responsibility Leave (pro rata per month) based on minimum determined days per year  | 3 days per year + 12 months x hourly rate x 8 hours per day            |                           |                           |                       |                       |
| 6.  | Unemployment Insurance Fund (UIF)   | 1% of basic monthly salary   |                           |                           |                       |                       |
| 7.  | Provident fund  | 5,25% of basic monthly salary  |                           |                           |                       |                       |
| 8.  | Protection Clothing / Uniform incl. EPWP Brand logo   | Allow R500 per year + R100 EPWP Brand per year                         |                           |                           |                       |                       |
| 9.  | Bonus   | annual bonus + 12 months   |                           |                           |                       |                       |
| 10.   | Workman's Compensation: (COIDA)   | 1.6% of total monthly wage   |                           |                           |                       |                       |
| 11.   | Skills Development Levy   | 1% of monthly wage   |                           |                           |                       |                       |
| 12.   | Any other allowance/s and or employers contributions must be specified.....   | Site Manager 8hrsX1day X4.33 weeks per month                           |                           |                           |                       |                       |
| 13.   | Estimated Monthly Cost per groundsman and supervisor and all additional cost for personnel (that is the total of items 3 to 14 above)                           |  |                           |                           |                       |                       |
| 14.   | <b>Total Cost for personnel per year</b>  |  |                           |                           |                       |                       |

**ALL BIDDERS MUST BE COMPLETE THIS QUESTIONNAIRE.**

**NB: (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

| <b>Costs to be incurred by the bidder:</b>       |  |                                     |                                     |
|--|--|-------------------------------------|-------------------------------------|
| <b>Item</b>                                      | <b>Description</b>   | <b>1<sup>st</sup> Year<br/>Rate</b> | <b>2<sup>nd</sup> Year<br/>Rate</b> |
| 15. Compost                                      | 5 m <sup>3</sup> once a year   |                                     |                                     |
| 16. Fertilizer                                   | <b>Fertilize: 50 kg slow release /organic</b> fertilizer shall be applied (4) four times a year (once every 3 months)  |                                     |                                     |
| 17. Top dressing soil                            | 5 m <sup>3</sup> of top dressing mix soil in lawn shall be applied (1) once per year   |                                     |                                     |
| 18. Mulch  | 3 m <sup>3</sup> Mulch shall be applied (1) once a year in bedding plants and around trees and in pot plants   |                                     |                                     |
| 19. Plants cost                                  | Please refer to the list of plants required at page:9 figure no. 5 (a-i) for the pricing of 95 plants  |                                     |                                     |
| 20. Sub-Total for Materails from Item no (15-19) | Material cost  |                                     |                                     |
| 21. Pesticides                                   | <b>Pesticides and Fungicides to control pest and fungus:</b> shall be applied three (3) times a year in all affected plants covering the area of 100 m <sup>2</sup><br><br><b>Formula: Area X amount per square meter = total X number of application required</b>   |                                     |                                     |
| 22. Herbicide/ week control chemicals            | <b>Selective-herbicides</b> to control weeds in lawn shall be applied (6) six times a year (1) once every (2) two months for the area covering 5200 m <sup>2</sup> and <b>Non-Selective</b> herbicides in the pavement shall be applied once every months for a period of 12 months for the area covering 2500 m <sup>2</sup> ( <b>Formula: Area X amount per square meter = total</b> ) |                                     |                                     |

|   |  |  |  |
|---|--|--|--|
| <b>23. Machinery running cost</b><br><br><b>Brush cutter / Lawn mower</b> | <b>Machinery running cost shall include fuel, service and cutting of lawn/grass 2 cuts per month for a period of 12 months or year ( 24 cuts per year)</b> |  |  |
| <b>24. Administration</b>   | <b>Administration incl: Liabilities insurance, Telephones and Stationary for (12) twelve months / a year</b>   |  |  |
| <b>25. Transport &amp; Refuse collection</b>                              | <b>Transport Cost: will incl. collection of refuse 4 times a month, transportation of material, equipment and site meeting</b>                             |  |  |
| <b>26. Sub-Total</b>  | <b>From Item no. (21 to 25)</b>  |  |  |
| <b>27.</b>  | <b>Total Cost per year based on item no. (14, 20, 26)</b>  |  |  |
| <b>28.</b>  | <b>Profit 20% based on Item no. (27)</b>   |  |  |
| <b>29.</b>  | <b>Plus Vat 15% based on Item no. ( 27 to 28)</b>  |  |  |
| <b>30.</b>  | <b>Bid Value for each period of 12 months</b>  |  |  |
| <b>31.</b>  | <b>Total Bid Value for 24 months (total bid value for the 1<sup>st</sup> year plus the total bid value for the 2<sup>nd</sup> year) Item no. (30)</b>      |  |  |
|   |  |  |  |

AMOUNT IN WORDS: .....

SIGNATURE OF TENDERER:.....

CONTRACT PERSON:.....

POSTAL ADDRESS:.....

TELEPHONE:.....

FAX:.....



CELL- PHONE:.....

- This Bill of Quantities, with all the items correctly prices, multiplied, added up and complete in **black ink**, must be submitted as a complete document with the Tender Document. The tender price must carried over to the FRONT PAGE ( FORM OF OFFER AND ACCEPTANCE)
- All the pages of the tender document must be initialled in **black ink**

**“End of specification**