



**public works  
& infrastructure**

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

**TENDER NO: PLK 21/44**

**RETURNABLE DOCUMENTS**

**AND**

**SPECIFICATION**

**FOR**

**RENDERING OF (24) TWENTY FOUR  
MONTHS GARDENING SERVICES AT  
GIYANI MAGISTRATE OFFICE**

**ADVERT DATE: 08/10/2021**

**CLOSING DATE: 02/11/2021@ 11H00**

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

**PLEASE TAKE NOTE**  
**CLOSING TIME: 11:00**

**BID NUMBER: PLK 21/44**  
**CLOSING DATE: 02/11/2021**

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

The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

**TENDER DOCUMENTS MAY BE POSTED TO**

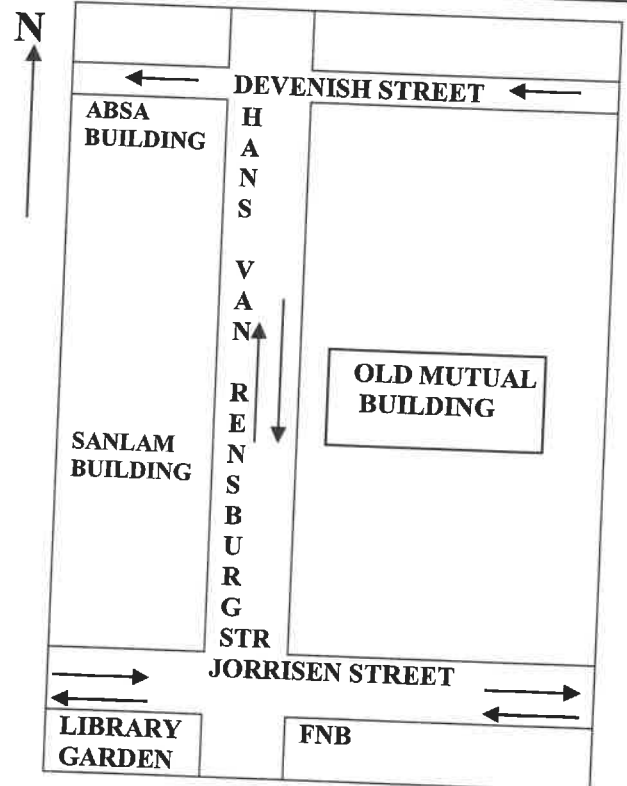
REGIONAL MANAGER  
Department of Public Works  
Private Bag X 9469  
POLOKWANE  
0700

ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

**OR**

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 77 Hans van Rensburg Street, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open (**Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.**) However, if the tender is late, it will as a rule not be accepted for consideration.

*Tenderers should ensure that tenders are delivered timeously to the correct address.*

**SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.**

*Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/tenders/>

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

**THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF RENDERING OF (24) MONTHS GARDENING SERVICES AT GIYANI MAGISTRATE OFFICE**

<b>Project title:</b>	RENDERING OF (24) MONTHS GARDENING SERVICES AT GIYANI MAGISTRATE OFFICE		
<b>Bid no:</b>	PLK 21/44		
<b>Advertising date:</b>	08/10/2021	<b>Closing date:</b>	02/11/2021
<b>Closing time:</b>	11:00	<b>Validity period:</b>	60 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>
<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
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement (item 6.2 must be completed)
<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input checked="" type="checkbox"/>	Bidders to comply with National Minimum Wage Act rates in accordance with the National Minimum Wage Acts No.9 of 2018 as reflected in Government Gazette no 44136 of 08 February 2021
<input checked="" type="checkbox"/>	All returnable documents must be original certified copies and not older than three months on tender closing date
<input checked="" type="checkbox"/>	Certificate of compliance in respect of UIF and COIDA from Department of Labour
<input checked="" type="checkbox"/>	The director of the company will be subjected to vetting
<input checked="" type="checkbox"/>	Provide ID copy of Supervisor/Project manager with the minimum qualification of NQF level 6/National Diploma in Horticulture/Landscape Designer
<input checked="" type="checkbox"/>	Contractor to provide evidence of registered certified copy of vehicle with load capacity from 1 ton and above (the vehicle must be registered under the name of the company or the director of the company).
<input checked="" type="checkbox"/>	Pricing schedule should be fully completed for all service categories. Where bidder has omitted to put price for certain price categories the price offer will not be accepted and will be disqualified as it will not be comparable with others who have quoted for all service categories.
<input checked="" type="checkbox"/>	Cancellation should be appended by signature of initial
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

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

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

**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.

<b>Minimum functionality score to qualify for further evaluation:</b>	<b>60%</b>
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<b>Functionality criteria:</b>	<b>Weighting factor:</b>
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<p><b><u>Company experience:</u></b></p> <p>Bidder/s must provide reference letters for all completed previous projects similar in nature undertaken and completed successfully <b>in the last five years</b>. <b>The reference letters must include the relevant contact person, nature of service, contract amount, contract duration and contact details of the referee.</b></p> <p><b>NB: Please provide copy of appointment letters to authenticate the reference letters.</b></p> <p>➤ Demonstrate the company's experience in the field of Horticulture/Gardening services</p> <p>7 or more years experience for projects similar in nature = 5 points          5-6 years experience for projects similar in nature = 4 points          3-4 years experience for projects similar in nature = 3 points          1-2 years experience for projects similar in nature = 2 points          0-11 months experience for projects similar in nature = 0 points</p>	<p><b>40</b></p>
<p><b><u>Project manager/Supervisor</u></b></p> <p>Bidders must provide certified copy of ID, Horticulture or landscaping qualification (NQF level 6/ National Diploma) and detailed CV for the Supervisor indicating years of experience within the Horticulture industry.</p> <p>7 years and above experience = 5 points          5-6 years of similar relevant contract experience = 4 points          3-4 years of similar relevant contract experience = 3 points          1-2 years of similar relevant contract experience = 2 points          0-11 months of similar relevant contract experience = 0 points</p>	<p><b>30</b></p>
<p><b><u>Financial credibility</u></b></p> <p>Provide bank rating from banking institution to justify credit risk. Stamped Bank letter not older than 3 months, must be certified if is a copy</p> <p>Bank Rating "A" = 5 points          Bank Rating "B" = 4 points          Bank Rating "C" = 3 points          Bank Rating "D" = 2 points          Bank Rating "E" = 1 point</p>	<p><b>30</b></p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

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	Number of Points	Number of Points (80/20)
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Contributor	(90/10 system)	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 BBEE 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 [www.publicworks.gov.za](http://www.publicworks.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address **78 Hans vanrensburg street, Old mutual building, Polokwane, 0700**. A non-refundable bid deposit of R **200** is payable, (Cash only) is required on collection of the bid documents.

**Site inspection meeting**

A pre-tender site inspection meeting will **not be** held in respect of this tender.

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

<b>DPW Project Leader:</b>	Ms Nkwini ME	<b>Telephone no:</b>	015 291-6393
<b>Cell no:</b>	078 460 5534	<b>Fax no:</b>	
<b>E-mail:</b>	Engelinah.nkwini@dpu.gov.za		

**DEPOSIT / RETURN OF BID DOCUMENTS:**

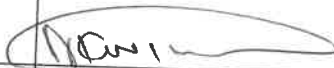
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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          DEPARTMENT OF PUBLIC WORKS          PRIVATE BAG X <b>9469</b></p> <p><b>Polokwane</b></p> <p><b>0700</b></p> <p>ATTENTION:  <b>PROCUREMENT SECTION: ROOM 10</b></p> <p><b>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</b></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p><b>78 Hansvanrensburg street</b></p> <p><b>Polokwane</b></p> <p><b>Old mutual building</b></p> <p><b>Ground floor</b></p>
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**COMPILED BY:**

Ms Nkwinika ME		Project Manager	06/10/2021
Name of Project Leader	Signature	Capacity	Date

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

**Tender no:** PLK 21/44

**OFFER**

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

**RENDERING OF (24) MONTHS GARDENING SERVICES AT GIYANI MAGISTRATE OFFICE**

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

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

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> <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>
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**Tender no:**

**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.

**Tender no:** PLK 21/44

**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: PLK21/44

**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-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	RENDERING OF (24) MONTHS GARDENING SERVICES AT GIYANI MAGISTRATE OFFICE		
<b>Project Leader:</b>	NKWINIKA ME	<b>Bid / Quote no:</b>	PLK 21/44

**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>
COVER PAGE	01 Pages	<input type="checkbox"/>
MAP	01 Pages	<input type="checkbox"/>
PA-04 NOTICE AND INVITATION TO BID	05 Pages	<input type="checkbox"/>
DPW-07(FM): FORM OF OFFER AND ACCEPTANCE	04 Pages	<input type="checkbox"/>
PA-09 (GS): LIST OF RETURNABLE DOCUMENT	01 Pages	<input type="checkbox"/>
PA-10: GENERAL CONDITION OF CONTRACT (GCC)	10 Pages	<input type="checkbox"/>
PA-11 DECLARATION OF INTEREST AND BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	04 Pages	<input type="checkbox"/>
PA-15.1 RESOLUTION OF BOARD OF DIRECTORS	02 Pages	<input type="checkbox"/>
PA-15.2 RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	02 Pages	<input type="checkbox"/>
PA-15.3 SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURE	03 Pages	<input type="checkbox"/>
PA-16: PREFERENCE POINTS CLAIM FORM	05 Pages	<input type="checkbox"/>
PA-29: CERTIFICATE OF BID DETERMINATION	04 Pages	<input type="checkbox"/>
PA 36 AND ANNEXURE C,D & E	07 Pages	<input type="checkbox"/>
PA-40 DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	02 Pages	<input type="checkbox"/>
FUNCTIONALITY EVALUATION FORM	03 Pages	<input type="checkbox"/>
SPECIFICATION AND PRICING SCHEDULE	29 Pages	<input type="checkbox"/>
EMPLOYMENT LABOUR RATES	03 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date



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

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

Project title:	RENDERING OF (24) MONTHS GARDENING SERVICES AT GIYANI MAGISTRATE OFFICE		
Bid no:	PLK 21/44	Reference no:	6059/0280

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

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

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

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

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

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".



<sup>1</sup> "State" means –

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

<sup>2</sup> "Shareholder" means –

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

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

3.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the



evaluation and or adjudication of this bid?

YES  NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES  NO

3.11.1 If so, furnish particulars:

.....  
.....

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

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

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

5.1	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? <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	If so, furnish particulars:		



5.3	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)? <b>To access this Register enter the National Treasury's website, www.treasury.gov.za, 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"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

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
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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: \_\_\_\_\_

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

	Name	Capacity	Signature
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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-15.3: 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
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*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>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<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) | certificate issued by an authorized body or person; | B-BBEE Status level  |
| 2) | prescribed by the B-BBEE Codes of Good Practice;    | A sworn affidavit as |
| 3) | requirement prescribed in terms of the B-BBEE Act;  | Any other            |
- (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

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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:

Table with 3 columns: Designated Group: An EME or QSE which is at least 51% owned by:, EME (with checkmark), QSE (with checkmark). Rows include 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, OR, 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

.....

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

<b>Project title:</b>	RENDERING OF (24) MONTHS GARDENING SERVICES AT GIYANI MAGISTRATE OFFICE		
<b>Bid no:</b>	PLK 21/44	<b>Reference no:</b>	6059/0280

**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.

## Certification of Independent Bid Determination: PA-29

<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:

**Certification of Independent Bid Determination: PA-29**

- (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



### Certification of Independent Bid Determination: PA-29

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](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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Protective Clothing with footwear</b>	<b>100 %</b>
_____	_____ %
_____	_____ %

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. ....

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

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.isp. 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:

Table with 2 columns: Description and Unit. Rows include Bid price, excluding VAT (y) (R), Imported content(x), as calculated in terms of SATS 1286:2011 (R), Stipulated minimum threshold for local content (paragraph 3 above), and Local content %, as calculated in terms of SATS 1286:2011.

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

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



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

## Annex C

### Local Content Declaration - Summary Schedule

(C1) Tender No. PLK 21/44  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

Tender item no's	List of items	Calculation of local content					Local content % (per item)
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
		R				R	

Tender summary		
Tender Qty	Total tender value	Total exempted imported content
(C16)	(C17)	(C18)
		(C19)

Signature of tenderer from Annex B \_\_\_\_\_

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

(C20) Total tender value

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content R 0

(C24) Total local content R

(C25) Average local content % of tender

**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: Pula \_\_\_\_\_

**Note: VAT to be excluded from all calculations**

EU R 9,00      GBP R 12,00

**A. Exempted imported content**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0  
 This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

**C. Imported by a 3rd party and supplied to the Tenderer**

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

**D. Other foreign currency payments**

Calculation of foreign currency payments				
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

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

This total must correspond with Annex C - C 23

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			R O

(E10) **Manpower costs** (Tenderer's manpower cost)  R O

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)  R O

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)  R O

**(E13) Total local content**  R O

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

\_\_\_\_\_

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

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

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

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



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

### 2. DECLARATION:

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

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

**Signed by the Tenderer**

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

**FUNCTIONALITY EVALUATION WILL BE APPLIED AS A PRE-QUALIFICATION CRITERIA**

**1. SCHEDULE OF THE PREVIOUS EXPERIENCE OF THE BIDDER**

This project will be evaluated based on the functionality criteria. Therefore, the service provider's track record of similar projects will be required. The below table require information for the previous projects executed from various institutions, hard copies should be submitted to authenticate the below information;

Employer (Name, Tel, Fax, Email)		Nature of work	Date started	Date completed	Contract period	Reference letter and appointment letter attached, Y/N
1.	Name of entity					
	Contact person					
	Tel					
	Fax					
	Email					
2.	Name of entity					
	Contact person					
	Tel					
	Fax					
3.	Email					
	Name of entity					
	Contact person					
	Tel					

	Fax							
	Email							
4.	Name of entity							
	Contact person							
	Tel							
	Fax							
	Email							
5.	Name of entity							
	Contact person							
	Tel							
	Fax							
	Email							

Attach more pages if necessary

**2. FINANCIAL CREDIBILITY**

Provide bank rating from banking institution to justify credit risk. Stamped bank letter not older than 3 months, and must be certified if is a copy.

Name of bank	Account holder	Reference number	Bank code	Amount and terms	Is the bank letter attached, Y/N





# public works & infrastructure

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

**GENERIC SPECIFICATIONS  
FOR  
RENDERING OF TWENTY FOUR MONTHS GARDENING  
SERVICES AT GIYANI MAGISTRATE OFFICE**

THIS IS AN (EPWP) EXTENDED PUBLIC WORKS PROGRAMME JOB OPPORTUNITIES

**77 HANSVANRENSBURG STREET  
OLD MUTUAL BUILDING  
POLOKWANE  
0700**

**OCTOBER 2021**

<b>Project title:</b>	<b><i>RENDERING OF TWENTY 24 MONTHS GARDENING SERVICES AT GIYANI MAGISTRATE OFFICE</i></b>		
<b>Tender no:</b>	<i>PLK21/44</i>	<b>Reference no:</b>	



## 1. PROJECT DESCRIPTION

**Description of services:** Rendering of twenty four months Gardening services at  
Giyani magistrate office

**Department:** National Department of Public Works

**Place / Area:** Giyani

**Size of the area:** 7 244 M<sup>2</sup>

## 2. BROAD DESCRIPTION OF THE SERVICE

- Removal of dead plants, Pruning of trees and overlapping branches, pruning of palms and shrubs, creation of firebreaks outside the fence
- Supply of horticultural materials including but not exclusively:
  - Compost, Lawn dressing, Lawn, Seedlings, Plants, Fertilizer, Mulching, Herbicides, Pesticides
- Invader plant control: Cutting down of invader plants, poisoning of stumps, Manual removal of certain invader plants
- Garden maintenance: Normal day to day garden maintenance, Lawn maintenance, Flowerbed maintenance, Lawn spring treatment, Split and replant of plants
- Maintenance of hard landscaping structures, cleaning of gutters and pavement

## 3. STANDARD SPECIFICATIONS

The following standard specifications, regulations, By-Laws and guidelines are applicable to this service:

- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- Government Immovable Asset Management Act, Act 85 of 1993
- Public finance management Act (PFMA), Act 1 of 1999
- Preferential Procurement Policy Framework Act



- National Building Regulations (SABS 0400)
- Supply Chain Procurement Policy
- Broad Based Black Economic Empowerment Act.2003 (Act no.53 Of 2003)
- National Infrastructure Maintenance Strategy (NIMS)
- National Water Act No. 36 of 1998
- Green Building Policy Framework
- Regulations for Hazardous Biological Agents (Issued in terms of: Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- National Environmental Management Act, 1998 (Ac No. 107 of 1998)
- Environmental Conservation Act, 1989 (Act No. 73 of 1989)
- Basic Conditions of Employment Act, 1997 (No. 75 of 1997) “Code of good practice for employment and conditions of work for Expanded Public Works Programmes
- Disaster Management Act, 2002 (No. 57 of 2002)
- Local Municipality By-Laws and Regulations
- South African National Standards (SANS)
- All relevant legislation

The work to be performed according to the enclosed specification and pricing data for the execution of this maintenance tender, without amendments. (Scope of work)

#### **4. CONTRACT REQUIREMENTS**

##### **4.1 Security requirements**

- 4.1.1** Bidder’s attention is drawn to the fact that the sites have stringent security requirements.
- 4.1.2** The successful bidder will be required to undergo a security clearance before awarding of contract.
- 4.1.3** During the site hand over period the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, for the cost of the Contractor. Appointment will be depending on the security



clearance.

- 4.1.4** Contractor to educate him/herself with all regulations, security and guidelines as lay down by this Department.
- 4.1.5** Contractor and his personnel have to be SSA security clearance before starting the contract.
- 4.1.6** For security clearance the Department requires the company to submit the following documentation for screening of service providers:
- ii. Company profile.
  - iii. Originally certified copy of Registration documents (Ck, Pty. (Ltd.), and sole propriety).
  - iv. Valid original Tax Clearance Certificate/ Tax pin
  - v. Certified ID copies of company directors and all the staff that will be involved in the project, not older than three months on tender closing date.
  - vi. Original finger prints on all the ID copies – for the cost of the Contractor

## **4.2 Protocol**

The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel is accordingly.

## **4.3 Access**

- 4.3.1** Contractor to notify court manager before entering an office. The court manager must be informed prior to delivery by the contact person. Contact details will be made available to successful contractor.
- 4.3.2** Contractor to be accompanied into the offices by the internal security or the court manager. A representative of the contractor must be present with deliveries and during maintenance.
- 4.3.3** Security arrangements and regulations which may be applicable are to be adhered to by the contractor.





#### **4.4 Representative of National Department of Public Works and Infrastructure (DPWI)**

- 4.4.1** NDPWI contract manager of National Department of Public Works and Infrastructure or his delegated representative will act on behalf of National Department of Public Works and Infrastructure.
- 4.4.2** The NDPWI contract manager, or his representatives, which names will be communicated to the contractor, is the only persons that may instruct the contractor to execute any tasks.

#### **4.5 Responsibility of the Contractors**

- 4.5.1** NDPWI shall not be held responsible for any loss due to theft or damage of any sort of the contractor's property or any items that are kept on NDPWI's property.
- 4.5.2** The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of NDPWI and its staff, in the normal performance of their duties. A claim for this can be instituted by NDPWI for the full amount against the contractor.

#### **4.6 Indemnification**

- 4.6.1** The contractor and his workers enter the property at own risk.
- 4.6.2** The contractor must indemnify NDPWI from any damage that might occur where staff is employed in any work falling outside of the terms of the bid.
- 4.6.3** The contractor performs as an independent contractor and not as an agent or employee of NDPWI and has no authority to bind NDPWI to another party.

#### **4.7 Breach of agreement**

- 4.7.1** If the service is not to the satisfaction of the NDPWI contract manager, NDPWI has the right to withhold payment at penalty rates specified in this document.
- 4.7.2** In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPWI to do so, NDPWI shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:
- To terminate the agreement.
  - To suspend further payment to the contractor
  - To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

#### **4.8 Termination of agreement**

**4.8.1** NDPWI shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

**4.8.1.1** On breach of the agreement.

**4.8.1.2** On commencement of any action for the dissolution and/or liquidation of the contractor, except an amalgamation or restructuring approval in advance by NDPWI.

**4.8.1.3** If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;

**4.8.1.4** If the contractor informs NDPWI that it intends to cease performing its obligation in terms of the agreement;

**4.8.1.5** If the contractor informs NDPWI that it is incapable of completing the project;

**4.8.1.6** If, in the opinion of NDPWI, the contractor acted dishonestly.

**4.8.1.7** NDPWI reserves the right to, in the absence of breach or the event referred to supra, terminate this Agreement at any time by giving (24) twenty four hours' notice to the contractor.



**4.8.1.8** In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

**4.8.1.9** In the event of the Contractor wishing to terminate the contract, the contractor will supply in writing a letter to NDPWI contract manager advising that the contract is to be terminated. He will be required to continue with the work for a period of two months from the date of such a letter. During this notice period the maintenance activities will be carried out as per the schedule.

#### **4.9 Cancellation**

**4.9.1** The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.

**4.9.2** The Department will cancel the contract with immediate effect if, at site hand over the Contractor does not have all the resources or proof of resources to complete the contract and if the contractor does not supply the resources within the 21 working day site establishment period.

#### **4.10 Curtailing of Service**

**4.10.1** NDPWI retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.

**4.10.2** In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or fire, NDPWI shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

#### **4.11 Interruptions of Service**



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

#### **4.12 Restrictions**

**4.12.1** NDPWI retains the right to issue instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.

**4.12.2** After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.

**4.12.3** The contractor shall only fill, clean and service his equipment at a site indicated by NDPWI contract manager.

**4.12.4** The contractor or any of his employees may not under any circumstances use any of NDPWIs buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.

**4.12.5** The contractor and his workers shall under no circumstances use the fire hoses or other firefighting equipment on the property during the performance of this service.

#### **4.13 Service times**

**4.13.1** A full service must be provided daily Monday to Friday.

**4.13.2** Special permission must be obtained in advance before services will be allowed on weekends.

**4.13.3** Service times are stipulated as daily from 7:00 to 15:30 for weekdays and lunch time from 12:00 to 13:00.



#### 4.14 Obligations of NDPWI

4.14.1 NDPWI contract manager shall act as informant between contractor, and NDPWI.

4.14.2 NDPWI shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor.

#### 4.15 Obligation of the Contractor

4.15.1 Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.

4.15.2 Keep all facilities that are supplied to the contractor or by the contractor neat and tidy at all times.

4.15.3 Any foreign objects noted in, and on, the work areas must be brought to the attention of the Departments contact person.

4.15.4 Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.

4.15.5 During the contract period the contractor must comply with any law and regulation laid down by parliament and local or any other authorities that have any reference to the service.

4.15.6 Noise must be kept to reasonable limits.

#### 4.16 Conditions in Relation to the Supervision of the Contractor Personnel

4.16.1 The contractor must at all times have strict and effective supervision of the workers performance by appointing the following staff **dedicated to this tender** for the full contract period of 24 months. None of these employees may be utilised on any other project with this Department or on any other contract.

- One Project manager/supervisor is required

4.16.2 The Project manager must be in possession of a National Diploma or NQF level 6 in Horticulture or Landscaping qualification.



**4.16.3** The contractor must have reserved staff to replace staff on leave to maintain a full staff complement at all times.

#### **4.17 Conditions in Relation to Personnel of the Contractor**

**4.17.1** Supervisors must react in all aspects to reasonable requests from NDPWI contract manager of NDPWI. All requests from Clients or any other individuals has to be cleared and permission obtained before execution of such tasks.

**4.17.2** The personnel of the contractor must respect the office personnel, the public, all equipment, and buildings belonging to NDPWI.

**4.17.3** Workers that do service must be dedicated personal. These workers shall at the cost of the contractor be classified by the DOJ Security Branch as trustworthy.

**4.17.4** In accordance with the act on the Control of Admission to Public Premises and Transport Act, Act 53 of 1985 workers shall be subject to the requirements of Article 2 (2) of the incorporated act.

**4.17.5** The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.

**4.17.6** At the end of every working day, not later than 15:30 all the workers must have left the property. No workers will be allowed onto the property outside of normal working hours unless permission is granted by NDPWI contract manager. No workers will be allowed onto the property outside of normal working hours unless permission is granted by DOJ through NDPWI in writing 48 hours in advance.

**4.17.7** Personnel of the contractor, subject to the conditions of the quotation, have entrance to all outdoor areas to perform the service. If the service is not required in any area at a specific time no entrance to these areas will be allowed.

**4.17.8** NDPWI shall have the right to indicate to the contractor any worker that is in he's opinion a safety, health or security risk. Thereafter the contractor will not be able to use this person in the performance of this contract.



- 4.17.9** In such a case the contractor shall react immediately to such a request from NDPWI and as a result of such a request will not have the right to claim for any loss or damage against NDPWI. The contractor must indemnify NDPWI from any claims arising from the workers involved.
- 4.17.10** If NDPWI has any information in connection with any of the contractors personnel that are involved in the performance of this quotation, the contractor can request NDPWI to supply such information to him without delay.
- 4.17.11** All workers must be in possession of identity cards supplied by DOJ, and worn visibly on the person at all times.
- 4.17.12** The card must be carried by the workers on the site while he/she is present on the property. The contractor will control and be responsible for the card in such a manner that no unauthorised person gains entry to the property.
- 4.17.13** Personal hygiene must at all times be kept by the contractor and workers.
- 4.17.14** Staff must behave in a sober and quiet manner.
- 4.17.15** The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of NDPWI.
- 4.17.16** No information may be supplied to the public or news media in connection with the contractor's activities.
- 4.17.17** The contractor shall maintain an efficient, well-trained and qualified staff component as prescribed by the PA-10: General Condition of Contract(GCC). The quantity of staff on site as per proof of resources must at all times be maintained. Replacement staff must be available for staff on leave or sick leave for more than one day.
- 4.17.18** Should NDPWI find any employee of the contractor to be unable to perform the work to the satisfaction of NDPWI, NDPWI may, in writing and together with reasons there for, request that he/she be replaced in order to meet the requirements of the agreement. Such replacement should take place within five working days from receipt of NDPWI's request.



## **4.18 Equipment**

The contractor shall be responsible for the supply gardening tools and equipment maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the tender.

**4.18.1** If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within that 24hours.

**4.18.2** The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender

The Department may not borrow or give equipment to the contractor.

**4.18.3** The equipment used by the contractor must comply with the regulations on machinery of the Occupational, Health, and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.

**4.18.4** The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations. This will include the wearing of the correct PPE to operate the equipment.

**4.18.5** The client Department will provide space for the storage of equipment and changing room for gardeners.

## **4.19 Advertisements**

**4.19.1** The contractor is not permitted to place advertising signboards, and warning signs in NDPWI buildings or outside any portion thereof.

**4.19.2** The contractor or his staff may not exhibit any article or object that NDPWI regards as offensive or undesirable. In this case NDPWI decision is regarded as final and binding on the contractor and staff.





**4.19.3** NDPWI has the right to immediately remove any sign, printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

#### **4.20 Electrical equipment**

**4.20.1** No electricity will be provided to the contractors for the use of machinery. Electricity will be supplied for the Irrigation systems.

#### **4.21 Warning signs**

**4.21.1** The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.

**4.21.2** The contractor must have all warnings/boards made in English for the full term of this service.

#### **4.22 Inflammable and Toxic Chemicals**

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

**4.22.2** No long term storage is allowed.

#### **4.23 Preservation of existing trees, shrubs, rare plants**

**4.23.1** All existing trees, shrubs and rare plants that might appear on site, may not be damaged or removed from site under any circumstances without explicit instructions from NDPWI.



**4.23.2** The contractor will be held responsible for any damage to trees, plants and shrubs on the site and such damage will be at his own cost. If damages are caused by an outsider, the Contractor must report the misdeed to NDPWI in writing, within 48 hours otherwise the contractor will be held responsible for the damage repair.

#### **4.24 Remuneration of Service**

**4.24.1** NDPWI undertakes to pay the contractor per month on completion of a month's maintenance and on fully completed job card as signed by court manager.

**4.24.2** Payment shall be made within **30 calendar days after** an invoice has been submitted by the contractor to NDPWI and certified as correct and according to the quotation conditions and the quotation submitted, by NDPWI contract manager.

**4.24.3** The following documentation are required for the Portfolio of Evidence (POE), as proof that the scope of works were executed:

- Copy of daily attendance register for all the specified staff.
- Copy of proof of payment of all the staff as reflected in the scope of work and pricing data.
- Original copy of a job card signed by client on site to confirm that the service was rendered up to the standard as per the scope of work

#### **4.25 Indulgences**

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

#### **4.26 Extended Public Works Program (EPWP) Implementation Contractor Obligation**

**4.26.1** The contractor to implement EPWP by employing EPWP participants (workers), branding (Supplying EPWP safety clothing); and monthly EPWP Reporting.

**4.26.2** The contractor is referred to Basic Conditions of Employment Act, Act 66 of 1995 as amended, 1997 Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032 as these publications are to be read in conjunction with this section of the specification.

**4.26.3** The contractor is to pay the EPWP Participants (workers) not less than the Gazetted minimum wage for Farm Workers and the wage rate should increase from the date it comes in to affect as Gazetted by the Minister of Labour.

**4.26.4** All complains in connection with the service must be attended to and rectified within 48 hours.

#### **4.27 Employment Contract**

**4.27.1** The contractor will employ 5 EPWP Participants (workers) from the local area. The local area is defined as the Giyani and surrounding areas. Proof of residence must be attached to the EPWP contract signed by the Service Provider and EPWP participants within 7 days commencement of the project. .

#### **4.28 Use of local labour**

**4.28.1** Labour must be sourced from the local community comprising of previously disadvantaged individuals (PDIs).

**4.28.2** Further Labour composition requirements should consider:

- i. Women
- ii. Youth
- iii. Disabled people



Demographic	EPWP Participants (worker)Target
Youth (i.e. 16 – 35 years of age)	55%
Women	55%
People with disabilities	2%

**4.28.3 These employees are only to be utilised as unskilled workforce and not skilled staff except the project manager.** Where applicable at least the Gazetted minimum wage must be adhered to.

**4.28.4** The EPWP contractor and employees are subjected to the provisions set in.

- Basic Conditions of Employment Act, 1997 “Code of Good Practice for employment and conditions of work for Expanded Public Works Programmes; and
- Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032.

#### **4.29 Training on EPWP**

**4.29.1** EPWP participants will be receiving formal training as and when EPWP section provide SAQUA accredited training.

**4.29.2** Training attendance is compulsory for all EPWP employees.

**4.29.3** The Contractor to supply on site training to Unskilled EPWP participants, in line with the following modules.

- Basic Horticulture
- First aid
- Watering of various plants

**4.29.4** EPWP employees will receive a full day’s payment on training days.

**4.29.5** At the cost of the contractor all the staff attending training must be transported to the training courses in close proximity to the work area.



**4.29.6** The training programme must be displayed in the site office of the contractor and a copy will be supplied by the Department representative to note the dates and times the staff will not be on site.

**4.29.7** Training attendance records must be kept at the site office and submitted electronically to the EPWP section. The EPWP training co-ordinators are responsible for obtaining all EPWP workers training information. The contractor to report monthly at the scheduled monthly meeting to the department on the progress and results obtained.

#### **4.30 EPWP reporting**

**4.30.1** All reports must be kept for three years after completion of the contract for auditing purposes.

**4.30.2** Within one (1) month of commencement of the contract, the Contractor will register the project with EPWP. Supply certified copies of the employment contracts, certified copies of Identity Documents not older than three months, and a current ID size photo of each of the EPWP beneficiaries.

**4.30.3** Submit monthly progress report, electronically, to the DPWI Project Manager and EPWP data collection officer, before the 5<sup>th</sup> day of every month. No invoice will be processed without all the reports. On completion of every month the contractor to submit a comprehensive monthly report using the EPWP reporting template/data collection tool sheet as provided by EPWP.

**4.30.4** Daily registers on the EPWP format as provided by EPWP.

**4.30.5** Daily registers must be kept on-site, and signed off by the NDPWI Project manager once a month.

**4.30.6** A summary of all daily registers must be provided to EPWP no later than the 5<sup>th</sup> of every month.

**4.30.7** The EPWP employees are subjected to all the provisions set in the Labour Act, Act 66 of 1995, and Basic Condition of Employment Act, Act 75 of 1997, and may be discipline and their employment may be terminated, after following the provisions of the various acts.



## **4.31 JOB CARDS, ATTENDANCE REGISTER AND PROOF OF PAYMENTS FOR EMPLOYEES**

### **4.31.1 Job cards**

Job cards shall be signed and certified each month by court manager or client on site to confirm that the service was rendered satisfactory or not, as per the scope of work.

### **4.31.2 Employees attendance register**

The Service Provider must on a monthly basis provide attendance register on site for the employees to sign and submit the register to the Project Leader for the purpose of monitoring and reporting on job opportunities created under this contract.

### **4.31.3 Proof of payment**

The supplier must submit proof of payment for all gardeners to confirm that the gardeners are all paid the previous salary before processing the next invoice claim

## **4.32 COVID 19**

The supplier shall provide all his/her employees with safe mask and hand sanitiser in order to comply with the disaster management act regulations relating to COVID-19

## **5. SPECIFICATION/SCOPE OF WORK**

### **5.1 CONTRACT INFORMATION**

**Description of Service to be rendered:** Rendering of twenty four months gardening services

**Office:** Giyani magistrate office

**Contract period:** 24 Months



**Size of the area: 7 244 M<sup>2</sup>**

## 5.2 GENERAL INFORMATION

**Maintenance of beds and the mechanical control of weeds**

**Maintenance of shrubs, trees perennial bedding plants and other landscaping plants**

Maintenance of lawns and grass

Maintenance of hard surfaces

Cleaning of gutters and roof for buildings

**NB:** Contractors shall supply all the necessary transport, garden tools, machinery and materials to execute the garden maintenance activities. No electricity shall be provided by the department for the use of machineries. **Petrol machinery recommended for this purpose.**

The department shall provide water taps for irrigation purposes. A contractor must supply hosepipe as well as fittings. Note that this offices does not have an electronic or any installed irrigation system. Manual irrigation shall be used by the contractor

In **addition** to all the work to be carried out on site as per the specifications, a contractor shall ensure that five (**5**) **staff** are appointed and be on site on a **daily basis** for the duration of the contract. Any special site instructions by site manager relating to any aspect of garden service shall be carried out by the grounds-man on site.

### 5.2.1 Gardening tools and equipment

The contractor shall at own cost be responsible for supplying of Gardening tools and equipment.

The following Gardening tools and equipment list is the minimum the Department expect the contractor to have on-site, before the contractor will be allowed to commence with the work, and for the duration of the contract.

Description	Quantity
First aid kits	1
Industrial Lawn mowers	1
Industrial Brush cutters	1
Hedge trimmers	1



Pole pruner	1
Leaf Blowers	1
Secateurs	5
Lopper	3
Bow saw	1
Knapsack sprayer for Herbicide, Pesticide and insecticides	1
Wheel barrows	1
Slashers	0
Garden spade	3
Garden fork	3
Plastic Leave rakes	5
Steel rakes	2
Aluminium step ladder 6m	1
Mattock	1
Pick	1
Hosepipes with sprinklers	3
50m Extensions	1
Moisture meters	1

### 5.3 **SCOPE OF WORK TO BE DONE:**

All beds with plants and empty beds must be weeds free. Only mechanical control methods will be suitable control practice to eradicate weeds between bedding plants, trees, shrubs and other plants. The soil must be loosened to ensure better aeration and infiltration. Empty beds shall be kept clean as well. All the papers, tins, plastics and other waste in the garden shall be kept under control on an ongoing basis.

All the plants are to be kept in a neat and tidy condition at all times. No herbicides shall be applied as a means of controlling weeds in between plants.

#### 5.3.1 **Pruning of plants**

All pruning shall be done according to the seasons and plant species (more especially during the growing season). Healthy plants are not to be cut,





only on the instructions and in agreement with the Site Manager. All equipment to be used has to be free of pathogens. All the overgrown bushes of vegetation shall be pruned. This includes shrubs, perennial bedding plants and all overgrown plants. All the cut branches shall be removed from site after each operation. Any broken or dead branches of any type of plant shall be cut and removed from site as soon it is noticed. Sharp secateurs or pruning knife shall be used. Contractor shall liaise with a site Manager before pruning.

#### 5.3.1.1 Pruning of perennial bedding plants and shrubs

Bushes of perennial bedding plants and shrubs with vigorous growth shall be pruned to maintain good shape. This shall be carried out **every four months, more especially during the growing season.**

#### 5.3.1.2 Pruning of trees

All the trees in the garden shall be maintained and the contractor shall keep trees to be in good quality. The following shall constitute good quality tree:

- Trees shall have main single stem growing from the soil
- Depending on the size of the tree, the first 25-40% of the tree size shall be free of lateral branches growing.
- No multi branches arising from the soil shall be accepted, this shall be pruned as soon as they emerge.
- All the trees in the premises shall be pruned as well.

### 5.3.2 Irrigation

#### 5.3.2.1 Bedding plants and shrubs:

All plants are to be irrigated thoroughly at least **three times a week**. No under or over watered beds will be accepted. In the event of heavy rainfall it will not be a necessity to water the plants since this may result in over watering and finally create problems like fungus diseases

#### 5.3.2.2 Trees

All trees shall be irrigated thoroughly two-three times weekly at regular intervals. 15-20 litres water shall be used.

#### 5.3.3 Pest control on plants and lawn

Insect pest shall be controlled on plants as soon as they are noticed. Contractor shall be responsible to inspect all the plants regularly for any signs of problem pest.



Should a contractor notice any type of pest in the plants or Lawn, he/she shall communicate with the site Manager and therefore agreement shall be made to control pests and suitable method of pest control shall be agreed on.

Chemical control of pest shall only be carried out by the contractor with a wide range of experience in the use of pesticides. Should the site Manager not approve the use of pesticide by the contractor, then the contractor shall appoint a registered pest control officer to do pest control. A contractor shall be responsible to pay a pest control contractor.

#### **5.3.4 Transplanting of bedding plants**

Variety of bedding plants shall be transplanted during the contract period. Plants shall be transplanted from overgrown beds to fill other empty beds or beds with minor plants. Some plants will require to be dugged out, divided and planted to other beds. This shall only be done with the instruction of Project Manager.

#### **5.3.5 Maintenance around trees**

Dam wall shall be maintained around the trees. The height of dam wall shall be between 6-15cm high with a diameter of 500-800mm radius. All the grass around the edges of the dam wall shall be trimmed. Mulching material shall be added if not sufficient around the trees to keep moisture. Mulching material shall be between 10-30mm thick. Weed free materials shall be added.

#### **5.3.6 The maintenance of lawns**

##### **5.3.6.1 The mowing of lawns**

All stones, paper and foreign objects shall be removed from the lawns before the start of the mowing operation. Lawn shall be kept short and shall be cut regularly, Grass clippings shall be removed from mowed surface and be dumped to dumping site. Rubbish bin on site shall not be used to dump garden refuse generated.

Lawn shall be cut to maximum height of 20mm. The blades shall be sharp enough to ensure professional cut. Ridges, uneven surfaces, lines on lawn, left clippings of lawns shall not be accepted on turf lawn.

##### **5.3.6.2 Mowing frequency**

**Three times monthly** between September-March and twice monthly between April-August. A generally acceptable norm for the length of lawn is 20 – 30 mm. The lawn shall be cut with a lawn-mower equipped with



a rotary cutter and grass box. Care shall be taken that the blades of the machine are kept sharp to ensure a professional cut.

#### 5.3.6.3 Time frame for lawn mowing

The lawn shall be cut at regular intervals. Lawn shall be cut and removed **within three days** after beginning of the operation as per the programme of cutting. During this time all the lawn, edges, shall be neat and this shall be regarded as one cut. This item is also applicable for the maintenance (cutting) of grass.

#### 5.3.6.4 Trimming of Lawn edges

Trimming of lawn shall be done at the same time with cutting of lawn. The equipment used to trim the lawn edges shall be limited to equipment ensuring even, neat, vertical edges. A line shall be used for the edging of all straight sections. Lawn edges shall be neatly trimmed every time lawns are mowed and shall have a neat appearance at all times. Contractors are to ensure that the spaces alongside existing beds, sidewalks or roads, are not widened accidentally. The mowed grassed area shall be maintained to the satisfaction of the site Manager.

#### 5.3.6.5 Irrigation of lawns

To ensure a good, healthy lawn, irrigation shall be done two times weekly at regular intervals, in addition to natural rainfall. Care shall be taken that the moisture content of the soil is such that the lawns remain above wilting point. Garden hoses shall be used for irrigation. No watering will be necessary especially after heavy rain.

#### 5.3.6.6 Fertilization

The contractor to supply all consumables to execute this action.

The contractor shall collect and spread enriched **5:1:5 SR fertilizers** in strict compliance with the manufacturer's instructions in August, October, December, February, March, and May.

Fertilizer is not to be forked into the soil but mulched with 20mm compost mulching to prevent burning of the plants. Irrigation is to be undertaken prior to and after fertilization. NO burnt or damaged plants will be accepted.

#### 5.3.6.7 Refilling of dead patches of lawn



Should there be any patches of lawn in the garden, such patch shall be filled with the same type and quality of lawn. Lawn seeds or stolons to fill the spot shall be accepted as means to fill the patches.

#### 5.3.6.8 **Broad leaf weeds control in turf lawn**

A selective herbicide shall be used to control dicotyledonous (broad leaved) weeds. A combination of mechanical and chemical control methods will achieve good results. The combination practice of weeds control shall be done **once every month. All the herbicides to be used shall comply with the requirements of Act 36 of 1947 and shall be registered in terms of this Act**

#### 5.3.6.9 **Maintenance of grass in and outside of the building**

Grass shall be cut and the grass clippings shall be removed. Grass shall be cut to maximum height of 50mm. Sharp blades shall be used at all times to cut the grass. Lines of thick grass clippings shall be removed from site for fire safety reasons. Grass shall be cut **once monthly between May – October and every three weeks between November – April**. Regular cutting intervals shall be maintained.

##### 5.3.6.9.1 **Areas regarded as grass.**

All the grass other than the lawn. The grass outside of the main fence along the road shall be maintained as well and treated as grass. All the foreign objects e. g litter shall be cleaned at the same time during grass cutting and regularly.

##### 5.3.6.9.2 **Maintenance of grass growing in between the fence.**

The grass growing along the main fence shall be treated with herbicide. Care shall be taken that this activity is not carried out regularly since the risk of soil erosion might be high if the grass is entirely removed. Grass shall be allowed to grow at some time but not too high above 200mm. Trimming shall be done during grass cutting as other means to control overgrown vegetation along the fence.

#### 5.3.7 **Maintenance of hard surfaces and open space**

##### 5.3.7.1 **General**

Hard surface shall be cleaned (swept). All the leaves, branches of vegetation, grass clippings and debris on the surface shall be raked/ swept and removed. Weeds on the surface shall be controlled by either chemical or mechanical methods.

The use of herbicide to achieve the required results shall only be approved by the Project Manager. For a contractor to use herbicides, they shall be



interviewed and must show that they have experience and large scale exposure in the use of herbicides. Should a Project Manager be of the opinion that a contractor is not allowed to use herbicides and disapprove the use of herbicides, then mechanical control practice shall be applied or a contractor will have to appoint a specialist to render the service. All the payments shall be borne by the contractor.

All the drainage channels shall be kept clean. A contractor shall ensure that the grass clippings, debris, branches, litter are removed from the drainage channels on weekly basis.

#### **5.3.7.1.1 Rubbish/refuse removal from the site and transport**

Contractor shall remove all refuse generated from cleaning the garden.  
**No dumping shall be allowed on site.**

All fees for the dumping of the refuse at the Municipal dumping grounds shall be included in the quoted price (the km from the office to the dumping must be taken in to consideration during the quote).

#### **5.3.7.1.2 Bush clearance on undeveloped area**

Bush clearance must be done on undeveloped areas twice a month, depending on the season (in and outside the yard). **N.B Burning of the rubbish within the premises is prohibited.** All the rubbish must be collected and refused to the dumping side.

## **6. PRICING SCHEDULE**

### **All items must be priced**

A tariff must be inserted next to every item. Un-priced items will be taken as though the price has been worked in with another item. Tariffs to include all costs to adhere to the specifications.

**Payments are calculated and paid according to quoted price.**

Tariffs that are filled in, in this document, must be the tariffs per contract specifications. In cases where an action is only carried out once a month or week, the contractor must calculate the service into a monthly amount. For services that are carried out every three months or so, a contractor must also give monthly rate since the payment will be monthly.

### **6.1 LABOUR COSTS**

**Wages in compliance with National Minimum Wage Act no.9 of 2018 as reflected in Government Gazette No.43026 of 08 February 2021**



Tenders must be registered with the unemployment Insurance Fund and the Compensation Fund. Tenderers must also comply with any applicable wage order/determination or agreement, in terms of the Labour Relations Act or Wage Act

The following table depicts the number of people required per office and the recommended working hours.

OFFICE/area	Number of EPWP Labour	Number of supervisors/project managers	Number of days/week	Minimum working hours per day
Giyani	4	1	5	8
<b>Total</b>		5		

Description		Hourly rate	8 hours	Per month (23 days)	p/24 months
<b>Basic Gardener</b>	<b>salary per</b>	R_____	R_____	R_____	R_____
<b>+ Benefits</b>	Provident Fund @ 5.25%			R_____	R_____
	S.D.L @1%			R_____	R_____
	Coida @ 4.28%			R_____	R_____
	Leave, sick & family responsibility @ 5.25%			R_____	R_____
<b>Total salary per gardener</b>				R_____	R_____
<b>Total salary for 4 gardeners</b>				R_____	R_____
<b>Basic salary per Project manager/Supervisor</b>		R_____	R_____	R_____	R_____
<b>+ Benefits</b>	Provident Fund @ 5.25%			R_____	R_____
	S.D.L @1%			R_____	R_____
	Coida @ 4.28%			R_____	R_____



	Leave, sick & family responsibility @ 5.25%			R _____	R _____
	<b>Total salary for 1 project manager/Supervisor</b>			R _____	R _____
	<b>Total salary for 5 employees (including project manager)</b>			R _____	R _____

**6.2 GARDEN MATERIALS AND CONSUMABLE ITEMS REQUIRED**  
**MONTHLY**

Item	Description	Quantity p/month	Total cost p/month	Total cost p/24 months
6.2.1	Fertilizers (preferably; 2:3:2, KAN/LAN, etc)	X 15 kg	R _____	R _____
6.2.2	Herbicides (Roundup) Weeds killer for pavement area only.	X 5 L	R _____	R _____
6.2.3	Fuel/petrol	X 20 L	R _____	R _____
6.2.7	Refuse bags	X 20 pack	R _____	R _____
6.2.8	Pesticides	X 2 L	R _____	R _____
6.2.9	Leaf rakes	X 5	R _____	R _____
6.2.10	Hand Sanitiser	X 5 L	R _____	R _____

**6.3 ONCE-OFF GARDEN MATERIAL TO BE PURCHASED**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
6.3.1	Lawn/Sod	50 M <sup>2</sup>	R _____ p/ M <sup>2</sup>	R _____
6.3.2	Seedlings (various types) annuals and perennials	100 G X 24	R _____ p/100g	R _____
6.3.3	Compost	25 m <sup>3</sup>	R _____ p/m <sup>3</sup>	R _____



## 6.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Service Providers are obligated to provide their workers with PPE needed to keep them safe while performing Gardening duties and application of chemicals such as pesticides and insecticides.

### 6.4.1 Personal Protection Equipment (PPE) EPWP Project Branding

- 6.4.1.1** Supply and issue protective clothing to EPWP participants with in the first month after site handover.
- 6.4.1.2** EPWP staff to wear a descent and neat uniform. The uniform becomes the property of the individual.
- 6.4.1.3** The full set of uniforms are to be issued once a year.
- 6.4.1.4** The uniform must include, but not limited, the following (P/Person):
- 3 x Two piece orange overalls, branded with the EPWP logo as well as the company logo
  - 3 x Orange T-shirts branded, with the EPWP logo as well as the company logo
  - 2 x Hat or cap branded, with the EPWP logo as well as the company logo
- 6.4.1.5** The clothing must be in line with the regulations set in the Occupational, Health, and Safety Act, Act 85 of 1996, as amended.
- 6.4.1.6** Failure to issue the correct PPE will constitute a breach of contract.

**6.5 The below list is the minimum PPE required to be issued, on a written receipt, to all gardeners, supervisors, project manager and to every machine operator:**

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Two piece orange overalls	15 pairs	R _____	R _____
Gardening Safety shoes	15 pairs	R _____	R _____





Orange Hat or cap branded	10	R_____	R_____
Dust mask	10	R_____	R_____
Shin guards	2 pairs	R_____	R_____
Face mask (covid-19)	10	R_____	R_____
Ear muffles	5	R_____	R_____
Safety goggles	5	R_____	R_____
Safety gloves	10 pairs	R_____	R_____
Safety helmet	5	R_____	R_____
Orange T-shirts branded	15		
Safety legging for brush cutter operators	4	R_____	R_____
Safety gloves for brush cutter operator	4 pairs	R_____	R_____
Rain coat suits	10	R_____	R_____
TOTAL			R_____

## 7 PRICING SCHEDULE SUMMARY

This summary shall be submitted together with quotation document and the total bid amount for 24 months including vat must be transferred to the form of offer (PA-32) on the tender document.

ITEM	DESCRIPTION	PER 24 MONTHS
7.1	5 X Labour cost	R_____
7.2	Garden material and consumable items	R_____



7.3	Personal Protective Equipment (PPE'S)	R _____
7.5	OVERHEADS (including profit, admin & transport )	R _____
<b>SUB TOTAL</b>		R _____
15% VAT		R _____
<b>TOTAL</b>		R _____

**BID PRICE**

The total bid price for this service must include e all labour, PPE's and material required for the proper execution of the work.

**OFFER FOR 24 MONTHS:** .....

**AMOUNT IN WORDS:** .....

.....

**NAME OF TENDERER:** .....

**SIGNATURE OF THE TENDERER**.....

**CONTRACT PERSON:** .....

**POSTAL ADDRESS:**

.....

**TELEPHONE:** .....

**MOBILE NUMBER:** .....

**FAX:** .....

**EMAIL ADDRESS:** .....

PLEASE NOTE



- The attached Bill of Quantities, with all the items correctly priced, multiplied, added up and completed in black ink, must be submitted as a completed document with the Tender Document. The tender price must be 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-----



# Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA  
REPUBLIEK VAN SUID AFRIKA

Vol. 568

08

February  
Februarie 2021

No. 44136

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

ISSN 1682-5843



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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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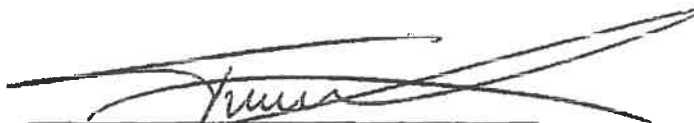
**DEPARTMENT OF EMPLOYMENT AND LABOUR**

NO. 76

08 February 2021

**NATIONAL MINIMUM WAGE ACT NO. 9 OF 2018**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby in terms of Section 6 (5) of the National Minimum Wage Act, No. 9 of 2018, amend the national minimum wages contained in Schedule 1 and Schedule 2 of the National Minimum Wage Act, published under Government Notice No. 43026 of 17 February 2020, in accordance with the schedules hereto and fix the 1 March 2021 as the date on which this amendment shall become binding.



MR TW NXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR  
DATE: 02/02/2021

**SCHEDULE 1**  
**NATIONAL MINIMUM WAGE**  
**(SECTION 6(5))**

1. Substitute clause 1 under schedule 1 as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:
  1. Subject to item 2, the national minimum wage is **R21.69** for each ordinary hour worked.
  2. Despite item 1—
    - (a) farm workers are entitled to a minimum wage of **R21.69** per hour;
    - (b) domestic workers are entitled to a minimum wage of **R19.09** per hour;
    - (c) workers employed on an expanded public works programme are entitled to a minimum wage of **R11.93** per hour; and
    - (d) workers who have concluded learnership agreements contemplated in section 17 of the Skills Development Act, 1998 (Act No. 97 of 1998), are entitled to the allowances contained in Schedule 2.

**SCHEDULE 2**  
**LEARNERSHIP ALLOWANCES**  
**(Section 6(5))**

2. Substitute schedule 2: learnership allowance as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:

NQF level	Credits already earned by learner	Minimum allowance per week
Level 1 to 2	0 – 120	326.51
	121 – 240	652.99
Level 3	0 – 120	326.51
	121 – 240	614.95
	241 – 360	1006.73
Level 4	0 – 120	326.51
	121 – 240	653.05
	241 – 360	1006.73

	361 – 480	1469.25
Level 5 to 8	0 – 120	326.51
	121 – 240	707.39
	241 – 360	1058.41
	361 – 480	1491.06
	481 – 600	1904.58

### SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR

3. Substitute schedule 2: Contract Cleaning Sector minimum wages as reflected in Government Gazette No. 43094, published on the 13 March 2020 with the following:

Minimum hourly rates for Contract Cleaning employees		
Area A	Area B	Area C
<b>Metropolitan Councils:</b> City of Cape Town, Greater East Rand Metro, City of Johannesburg, Tshwane and Nelson Mandela.  <b>Local Council:</b> Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Stellenbosch, Westonaria	<b>All Areas in KwaZulu-Natal</b>  <i>NB: Conditions of employment and minimum wage rates for KwaZulu-Natal areas shall be subjected to the collective agreement concluded in the Bargaining Council for the Contract Cleaning Service Industry (BCCCI).</i>	<b>In the rest of the RSA</b>
<b>Rate per hour</b>	<b>Rate per hour</b>	<b>Rate per hour</b>
<b>R23.87</b>	<b>BCCCI rates apply</b>	<b>R21.77</b>



<b>Table 2: Area B</b>					
<b>Metropolitan and Local Municipality</b>					
<b>NOT MENTIONED IN AREA A</b>					
	27 Hrs or less		CI 2 (2)		
	CI 2 (3)(b)	CI 2(3)(a)			
<b>Job category</b>	<b>R.p.h</b>	<b>R.p.h</b>	<b>R.p.h.</b>	<b>R.p.w</b>	<b>R.p.m</b>
<b>General Assistant/Trolley Collector</b>	21.69	23.81	21.69	976.05	4229.22
<b>Security Guard</b>	21.69	25.91	21.69	976.05	4229.22
<b>Forklift Operator</b>	21.69	23.98	21.69	976.05	4229.22
<b>Driver &lt; 3500kg</b>	21.69	24.60	21.69	976.05	4229.22
<b>Merchandiser/Shop Assistant/Checker/Deli Assistant</b>	21.69	25.00	21.69	976.05	4229.22
<b>Cashier</b>	21.69	27.45	21.69	976.05	4229.22
<b>Driver 3501 &lt;9000kg</b>	23.53	29.41	21.69	976.05	4229.22
<b>Clerk/Sales Assistant/Sales person/Block man/Baker</b>	29.25	36.56	24.89	1120.05	4853.18
<b>Driver 9001 &lt;16000kg</b>	28.15	35.19	27.00	1215.00	5264.60
<b>Displayer</b>	25.06	31.33	24.07	1083.15	4693.29
<b>Driver 16001kg &gt;</b>	30.94	38.67	29.68	1335.60	5787.15
<b>Supervisor</b>	31.45	39.33	30.21	1359.45	5890.50
<b>Trainee Manager</b>	33.67	42.08	32.29	1453.05	6296.07
<b>Assistant Manager</b>	37.11	46.40	35.57	1600.65	6935.62
<b>Manager</b>	40.25	50.31	38.57	1735.65	7520.57

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za  
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

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

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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



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

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

### 2. Application

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

### 3. General

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

### 4. Standards

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

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

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



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

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

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

### 6. Patent rights

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

### 7. Performance security

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

### 8. Inspections, tests and analyses

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

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

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

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

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

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

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

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

### 14. Spare parts

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

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

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

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

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

### 15. Warranty

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

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

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

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

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

### 16. Payment

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

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

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

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

### 17. Prices

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

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

### 18. Contract amendments

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

### 19. Assignment

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

### 20. Subcontracts

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

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

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### 22. Penalties

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

### 23. Termination for default

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



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

- (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.

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

### 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

### 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.



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**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

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

**34. Prohibition of Restrictive Practices**

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

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

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date