



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

QUOTATION DOCUMENT

PROJECT DESCRIPTION: DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT

BID NO: Q23/065A
Closing Date: 09 October 2023
Closing Time: 11H00
Bid Briefing Meeting Date: NONE
Bid Briefing Meeting time: NONE

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address
Department of Public Works & Infrastructure
18 President Brand Straat
C/O President Brand & Fontein Street
Bloemfontein
9301

SCM SPECIFIC ENQUIRIES:
Enquires: **Karabelo Mokhere**
Tel No: **051 408 7446** during office hours
Cell No: **N/A**
Email Address: Karabelo.mokhere@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES
Enquires: **Nozibele Nkentsha**
Tel No: **051 408 7345** during office hours
Cell No: **N/A**
Email Address: Nozibele.nkentsha@dpw.gov.za

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SUMMARY OF QUOTATION INFORMATION

| | | |
|---|---|--|
| Bid Number | Q23/065A | |
| Bid/ Project Description | DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT | |
| Bid Closing date & Time | Monday, 09 October 2023 | Closing Time: 11H00 |
| Bid Briefing Date & Time (If applicable) | <i>Date of Bid Briefing (if any)</i> NONE | <i>Time of Bid Briefing (if any)</i> NONE |
| Venue | NONE | |
| SCM SPECIFIC ENQUIRIES: | Karabelo Mokhere | Karabelo.mokhere@dpw.gov.za |
| | 051 4087446 | N/A |
| TECHNICAL / PROJECT SPECIFIC ENQUIRIES | Nozibele Nkentsha | Nozibele.nkentsha@dpw.gov.za |
| | 051 408 7345 | N/A |
| Quotation Validity Perio | 30 calendar days | |
| Bid Document Price | Free of Charge | |
| Procurement Plan Reference Number | N/A | |



PA 32: INVITATION TO BID

PART A

| | | | | | |
|--|---|---------------|-------------------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | Q23/065A | CLOSING DATE: | Monday, 09 October 2023 | CLOSING TIME: | 11H00 |
| DESCRIPTION | DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

| |
|--|
| Department of Public Works & Infrastructure, 18 President Brand Street |
| Bloemfontein 9301 |
| OR POSTED TO: |
| Private Bag X20605 |
| Bloemfontein 9301 |

| SUPPLIER INFORMATION | | | | | |
|--|----------|--|--------|--|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| | TCS PIN: | | OR | CSD No: | |
| Signature of Bidder | | | | Date | |
| CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.) | | | | | |
| TOTAL NUMBER OF ITEMS OFFERED | | | | TOTAL BID PRICE (ALL INCLUSIVE TAXES) | R |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
|---|--|---|--|
| DEPARTMENT/ PUBLIC ENTITY | PUBLIC WORKS & INFRASTRUCTURE | CONTACT PERSON | Nozibele Nkentsha |
| CONTACT PERSON | Karabelo Mokhere | TELEPHONE NUMBER | 051 408 7345 |
| TELEPHONE NUMBER | Landline number | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | N/A | E-MAIL ADDRESS | Nozibele.nkentsha@dpw.gov.za |
| E-MAIL ADDRESS | Email1@dpw.gov.za | CELL NUMBER | N/A |

karabelo.mokhere@dpw.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |

| |
|--|
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> |

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

Note Well:

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

PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

| | | | |
|-------------------|---|--------------------------------|-------------------------|
| Project title: | DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT | | |
| Bid no: | Q23/065A | Procurement Plan Reference no: | N/A |
| Advertising date: | Monday, 02 October 2023 | Closing date: | Monday, 09 October 2023 |
| Closing time: | 11H00 | Validity period: | 30 calendar days |

1. RESPONSIVENESS CRITERIA

1.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| 2 | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3 | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required |
| 4 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. |
| 5 | <input checked="" type="checkbox"/> | Submission of PA-32: Invitation to Bid |
| 6 | <input type="checkbox"/> | Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i> |
| 7 | <input checked="" type="checkbox"/> | Registration on National Treasury's Central Supplier Database. |
| 8 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |
| 9 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |
| 10 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |
| 11 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |
| 12 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |

1.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

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

| | | |
|---|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure. |
| 4 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 5 | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer |

| | | |
|----|-------------------------------------|--|
| 6 | <input checked="" type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 7 | <input checked="" type="checkbox"/> | The tenderer must submit a valid, original or certified copy of BBBEE certificate / Sworn Affidavit or DTI certificate together with a bidding document at closure. |
| 8 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 9 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 10 | <input type="checkbox"/> | Specify other responsiveness criteria |

1.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

| | | |
|---|-------------------------------------|---|
| 1 | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 |
|---|-------------------------------------|---|

2. BID EVALUATION METHOD

2.1 This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|-----------|--|---------------------------------------|---|
| 1. | An EME or QSE which is at least 51% owned by black people | 10 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area XHARIEP DISTRICT MUNICIPALITY | 2 | <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. Or <ul style="list-style-type: none"> Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE which is at least 51% owned by black women | 4 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE which is at least 51% owned by black people with disability | 2 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA). |

| | | | |
|----|--|---|---|
| 5. | An EME or QSE which is at least 51% owned by black youth | 2 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
|----|--|---|---|

4. COLLECTION OF QUOTATION DOCUMENTS

Bid documents are available for free download on e-Tender portal www.etenders.gov.za

Alternatively; Bid documents may be collected during working hours at the following address NDPWI, 18 President Brand Street, Bloemfontein, 9301.

A non-refundable bid deposit of **Free of Charge** is payable (cash only) on collection of the bid documents.

5. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

| | | | |
|-----------------------|--|----------------|--|
| Venue: | NONE | | |
| Virtual meeting link: | N/A | | |
| Date: | <i>Date of Bid Briefing (if any)</i> NONE | Starting time: | <i>Time of Bid Briefing (if any)</i> NONE |

6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

| | | | |
|----------------------|--|---------------|----------|
| DPWI Project Manager | Nozibele Nkentsha | Telephone no: | Landline |
| Cellular phone no | Cell number | Fax no: | None |
| E-mail | Nozibele.nkentsha@dpw.gov.za | | |

6.2 SCM enquiries may be addressed to:

| | | | |
|-------------------|--|---------------|----------|
| SCM Official | Karabelo Mokhere | Telephone no: | Landline |
| Cellular phone no | Cell number | Fax no: | None |
| E-mail | Karabelo.mokhere@dpw.gov.za | | |

7. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Monday, 09 October 2023

Closing Time: 11H00

| | | |
|---|----|--|
| <p>Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 20605 Bloemfontein 9301 Documents must be deposited in The Bid Box before the closing date of the bid</p> | OR | <p>Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure 18 President Brand Street Bloemfontein</p> |
|---|----|--|

TERMS OF REFERENCE/ SPECIFICATIONS

Quotation No: Q23/065A

Project Description: DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT

SPECIFICATIONS: General maintenance & routine gardening at PHILIPPOLIS Magistrate Office

A. GENERAL

1. SPECIFICATIONS

This contract requires the following: - General maintenance and routine gardening over period of 36 months.

2. SCOPE OF CONTRACT

The contractor is responsible for the: - General maintenance and routine gardening at PHILIPPOLIS Magistrate Office.

3. BREACH OF CONTRACT

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 five (5) working days after receiving written notice from the department to do so, the department shall without prejudice to any rights that it may have be entitled to exercise all or any of the following rights:

- 3.1. The department or a third person of its choice, may assume and take control of the project, in which event the contractor agrees to give access to and make available all the information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the department to assume responsibility for and the benefit of the project as a whole,
- 3.2. To terminate the contract without prejudice to any other rights it may have,
- 3.3. To suspend further payments to the contractor,
- 3.4. To appoint other service providers to complete the execution of the project, in which event the contractor shall be liable for costs incurred in the appointment of such service providers as well as damages suffered,
- 3.5. The department may terminate the contract should the contractor or its employees make themselves guilty of misconduct in terms of the code of their profession or if, in the opinion of the department the contractor acts dishonestly or contrary to the integrity which is required by its profession.
- 3.6. Enforce strict compliance with the terms and conditions of the contract, or
- 3.7. To cancel the contract with immediate effect.

4. LIMITATION / TERMINATION OF CONTRACT

The department shall have the right to withdraw any part of the site from the service and / or to terminate the contract without prejudice to any of its other rights upon the occurrence of any of the following incidences:

- 4.1. The contractor informs the department that it intends to cease performing its obligations in terms of the contract,
- 4.2. The contractor informs the department that it is incapable of completing the project as described.
- 4.3. Furthermore the department reserves the right to terminate the whole or part of the contract at any time, provided that in such an event not less than thirty (30) days' notice will be given to the contractor.
- 4.4. In the event of a limitation of the service, the contract price will be adapted pro rata from the date of limitation.

5. PAYMENT

- 5.1. An invoice must be submitted within 21 days after month-end for the specific month.
- 5.2. Payment of invoices, for services which has been delivered to the satisfaction of the Department, will be made within 30 days after certification.
- 5.3. Payments will only be processed after the execution of all works as described in the specifications. Payments will only be made on complete work.
- 5.4. Invoices must be submitted to The ASD: Horticulture, Department of Public Works at the end of each month for services rendered for that specific month.

NB: If the service was not delivered according to the specifications and satisfaction of the Department, payment will not be made unless the defects are remedied within five (5) working days after notification from the Department. The decision of the Department in this regard will be final.

6. INDEMNITY

The department is indemnified against any liability, compensation or legal expenses in respect of the following cases:

- 6.1. Loss of life or injuries which might be sustained by the contractor and his/ her employees during the execution of their duties,
- 6.2. Damage or destruction of any equipment or property of the contractor during the execution of their duties,
- 6.3. Any claims and legal costs which might arise from the failure by or acts committed by the contractor and his/her employees against the members of the public and employees of the department, which acts include but are not limited to illicit frisking, illicit arrest and any other illicit or wrongful deeds,
- 6.4. The contractor must at his own expense take out sufficient public liability cover against any claims, costs, loss and /or damage ensuing from his obligations and shall ensure that the public liability cover remains operative for the duration of this contract.

7. INSURANCE

The contractor must supply the following relevant insurance policies that are taken out with an insurance company and approved by the department:

- 7.1. Motor vehicle liability mentioning the registration numbers of vehicles concerned.
- 7.2. All risk cover with regard to machinery and equipment that are used in the execution of the contract.
- 7.3. SASRIA cover (riot cover) for motor vehicles, machinery and other equipment/property that will be used in the execution of the contract.
- 7.4. All the premiums must be paid and proof thereof must be submitted to the department within two weeks of acceptance of your quotation.
- 7.5. Proof must also be supplied that the contractor complies with the conditions of the following acts:
 - 7.5.1. Compensation for Occupational injuries and Disease Act, no 130 of 1993 (refer to Addendum A)
 - 7.5.2. Unemployment Insurance Act, no63 of 2001.
 - 7.5.3. Occupational Health and Safety Act, no 85 of 1993.

8. ADDITIONAL TENDER CONDITIONS

- 8.1. All documents must be completed in ink and prices MUST be for the contract period, inclusive of Value added tax (VAT).
- 8.2. The price quoted in this document will be applicable for the FULL period of 36 months.
- 8.3. Contractors may apply for an annual increase every 12 months, coupled to the latest CPI release, nearest to the date when the application for an increase is made.
- 8.4. Price escalations will have to be taken into consideration when calculations is done and be included in the final bid offer. No other escalations will be considered besides the application for annual increase, as explained in item 8.3.
- 8.5. Contractors are required to initial each page of this document.
- 8.6. Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake, it shall be crossed out in ink and accompanied by full signature at every alteration. The department reserves the right to reject the quotation if corrections are not made in accordance with the above.
- 8.7. All prices and details must be legible / readable to ensure the quotation will be considered for adjudication.
- 8.8. Except where otherwise stated, the site visit is compulsory. The site visit certificate must be signed by an official of the department after the site visit has been completed. Failure to comply with the above will invalidate the tender.
- 8.9. Preference will be given to local Contractors.

9. EXECUTION OF THE WORK

The contractor undertakes to maintain the PHILIPPOLIS Magistrate Office as stipulated in this agreement in conjunction with the specifications, to the satisfaction of the ASD: Horticulture, who will represent the Department in all respects unless otherwise stated in this agreement.

10. CLERK OF WORKS

The ASD: Horticulture will act as a Clerk of Works, who will administer this agreement according to the conditions and who will act on the behalf of the Department. The contractor will have the right to appeal to

the Regional Manager: Public Works, personally with regard to any dispute. The decision of the Regional Manager will be final and binding to the Department Public Works and the contractor.

11. CESSION OF AGREEMENT

- 11.1. No party to this contract, except with prior written consent of the other party, which consent shall not be unreasonably withheld, cede or assign all or any of the rights and obligations of either party under this agreement.
- 11.2. Parties record that noting the existing possibility of the function migration, cession or assignment of this agreement at the instance of migration of the function shall trigger automatic consent.

12. WRITTEN INSTRUCTIONS AND FEEDBACK

- 12.1. All instructions of the department will be given by the Clerk of Works on site or in writing. No other instruction will be considered as instruction by the department.
- 12.2. The contractor will be expected to submit an inspection list monthly and site meetings will be scheduled as the need occur. This will be arranged by the Clerk of Works.

13. WORKMANSHIP

- 13.1. All the work must be carried out according to the best approved horticultural practices and must be on a standard to the satisfaction of the Department.
- 13.2. Specifications not applicable to this service have been deleted by the ASD: Horticulture and accompanied by his / her signature.

14. IMPLIMENTS AND EQUIPMENT

- 14.1. The contractor is expected to supply all labour, material, workmanship, garden tools, equipment, implements and machinery; everything which is or may be necessary for the entire completion of the work in accordance with the Department of Public Works standards.
- 14.2. A list of the minimum tools and equipment that MUST be on site from the commencement date of the contract and be always available for the whole duration of the contract, is itemized in item 4.3. (Technical section)
- 14.3. It may be requested by the Department that the machinery be inspected by the Department.

15. COMPLIANCE WITH MINIMUM LABOUR RATES

The Department is committed to ensure that workers on site are compensated according to the stipulated minimum labour rates as specified by the Department of Labour. This will be monitored regularly and the contractor is compelled by law to issue a salary advice to all employees, showing the basic salary, UIF registration and other lawful deductions.

16. RISK ASSESSMENT

The Department will do a risk assessment on bids to ensure service delivery is not compromised and the bidder will be able to render services according to the specifications of this service. If a bidder fails a risk assessment, the department may make the bid non-responsive & the bid will be excluded from further evaluation.

B. TECHNICAL SECTION

1. TENDER CONDITIONS

- 1.1. Contractors are requested to submit tender prices for the execution of the work as described in this document. The price must include all the work to be undertaken without any amendments or additions.
- 1.2. Should the quotation of a contractor be accepted, the following conditions and instructions will be considered as binding to both the Department and the contractor.
- 1.3. The price must comply strictly with the conditions as set out in this document.

2. WORK SITE

The work site is the PHILIPPOLIS Magistrate Office.

3. SERVICES

The following services must be rendered on the work site:

- 3.1. Maintenance of lawn areas.
- 3.2. Maintenance of shrubs, roses, perennial plants, tuberous plants and trees.
- 3.3. Maintenance of annual seedlings. (Where applicable)
- 3.4. Maintenance of trees.
- 3.5. Cleaning of roads, sidewalks, footpaths and paved areas.
- 3.6. Pest control
- 3.7. Picking up of rubble in and around the office terrain and periodic cleaning of rubbish bins.
- 3.8. Fire belts (Where applicable)
- 3.9. General responsibility regarding maintenance.

4. MATERIAL & LABOUR

The contractor must supply the following:

- 4.1. Labour as per requirement stipulated on the Pricing Schedule.
- 4.2. The worker will be issued with protective clothing from the first month of employment:
 - Two sets overall per annum (SABS approved; Company's branding allowed),
 - One pair of protective footwear per annum. (SABS Approved)
 - One pair of water boots for the duration of the contract. (Working in wet conditions.)
- 4.3. Machinery and all garden equipment needed to execute the work. The minimum tools needed on site will be:
 - Electric Lawnmower 3000Watt +
 - Electric edge trimmer 1200Watt +
 - Steel Garden fork (one per worker)
 - Steel Garden Spade (one per worker)
 - Steel Garden Rake (one per worker)
 - Leaf rake (replace every 8 weeks or as required)
 - Secateurs
 - Garden hose pipe, complete with fittings for tape, hose and sprinklers, which will be adequate to water the whole garden.
 - Wheelbarrow
 - Hard Brooms for sweeping paved areas
 - Bags for refuse collection (required monthly)

5. MAINTENANCE OF THE SITE

5.1. Maintenance of the lawn areas

5.1.1. Mowing of lawns

- 5.1.1.1. The grass must be cut with a lawnmower to a constant height of 30mm. (weekly summer/ monthly winter)
- 5.1.1.2. The lawnmower should be fitted with a grass box.

- 5.1.1.3. Uneven mowing must be avoided.
- 5.1.1.4. The edges of the lawns as well as around obstructions must be cut with a mechanical edge cutter (nylon line type) to a constant height of 50mm.
- 5.1.1.5. No edges are to be cut using a spade.
- 5.1.1.6. If any lawn area appears shaved or uneven due to incorrect cutting, the contractor will be responsible to re-grade the area to the correct levels.
- 5.1.1.7. All grass cuttings must be collected and removed at the end of each day to a central point as determined by the Clerk of Works.
- 5.1.1.8. Care must be taken that no trees, fences, etcetera are damaged during the mowing of the grass.
- 5.1.1.9. Veld grass must be kept to a constant height between 100mm – 200mm.
- 5.1.1.10. All refuse accumulated during mowing of the lawns must be removed from site weekly.
- 5.1.2. Weeding
 - 5.1.2.1. All lawn areas must be kept free of weeds at all times. Constant checking and eradication of weeds is to be undertaken.
 - 5.1.2.2. Hand weeding is to be carried out on a regular basis and all root growth must be removed.
 - 5.1.2.3. The application of herbicides may be done in consultation with the Clerk of Works, requesting the herbicide from the Department. The service provider to supply the labour and spray can for the application on herbicide.
 - 5.1.2.4. All refuse accumulated during weeding of the lawns, must be removed from site daily.
- 5.1.3. Irrigation
 - 5.1.3.1. Under no circumstances may water be wasted.
 - 5.1.3.2. All areas of planted lawn are to receive a minimum of 25mm per week in summer and 25mm per month in winter.
 - 5.1.3.3. The contractor is responsible for supplying own hoses and sprinklers, where there's no sprinkler system.
 - 5.1.3.4. The operation of electronic irrigation control boards will be checked monthly and any malfunctions must be reported to the department.
 - 5.1.3.5. Spray heads and sprinklers will be checked monthly and any malfunctions must be reported to the department.
 - 5.1.3.6. All repairs to installed irrigation networks are done by the contractor with irrigation material supplied by the user department.
- 5.1.4. Application of fertilizer (Supplied by Horticulture Services)
 - 5.1.4.1. All planted lawns must receive fertilizer five times during the growing season (when water restrictions allows)
 - 5.1.4.2. The first application takes place during September and the remaining four applications take place six weeks apart with the last application during March.
 - 5.1.4.3. The first application will be 3:2:1(28) SR at a rate of 45g/m²
 - 5.1.4.4. The second application will be 2:3:2 at a rate of 45g/m²
 - 5.1.4.5. The three remaining applications will be LAN at a rate of 20g/m²
 - 5.1.4.6. After fertilization, all areas must be watered thoroughly to avoid any possibility of burning.
- 5.1.5. Spring treatment of lawns
 - 5.1.5.1. During September the grass matt must be removed by either using a scarifier and / or the grass must be cut back to 10mm above soil level.
 - 5.1.5.2. Apply the fertilizer stated in (5.1.4.2) for September and water the lawn thoroughly.
- 5.2. Maintenance of areas with shrubs, roses, perennial and tuberous plants
 - 5.2.1. Pruning
 - 5.2.1.1. General pruning is to be carried out throughout the year.
 - 5.2.1.2. Roses shall be pruned the last week in July / first week in August according to correct horticultural practices.
 - 5.2.1.3. Shrubs will be pruned as directed by the Clerk of Works.
 - 5.2.1.4. Judiciously remove dead and excessive material, in particular the dead flowers and leaves of the roses, perennial and tuberous plants, shrubs and trees growing through fences, etc.
 - 5.2.1.5. All refuse generated during pruning must be removed at the end of each day to a central point on the site as determined by the Clerk of Works.

5.2.1.6. All refuse accumulated after pruning, must be removed from site weekly.

5.2.2. Weeding and cultivation

- 5.2.2.1. All areas must be kept free of weeds and grass at all times by means of hand weeding.
- 5.2.2.2. Care must be taken to avoid damage to plants and plant roots during the cultivation process.
- 5.2.2.3. Cultivate to ensure a loose surface with no compaction up to a depth of 50mm.
- 5.2.2.4. The edges of beds (i.e. beds that occur in the lawns) must be cut and the soil earthed up.
- 5.2.2.5. All refuse must be removed at the end of each day to a central point on the site as determined by the Clerk of Works and removed from site weekly.

5.2.3. Irrigation

- 5.2.3.1. Under no circumstances may water be wasted.
- 5.2.3.2. All areas of shrubs, perennial and tuberous plants are to receive a minimum of 25mm water per week in summer and 25mm per month in winter. (water restrictions permitted)
- 5.2.3.3. The Contractor is responsible for watering with his own hoses and sprinklers where there is no sprinkler system.
- 5.2.3.4. The operation of electronic irrigation control boards will be checked monthly and any malfunctions must be reported to the department.
- 5.2.3.5. Spray heads and sprinklers will be checked monthly and any malfunctions must be reported to the department.
- 5.2.3.6. All repair work to installed irrigation networks are done by the contractor with irrigation material supplied by the user department.

5.2.4. Application of fertilizer (Supplied by Horticulture Services)

- 5.2.4.1. All beds are to be fertilized using 3:1:5 at a rate of 60 g/m² during October and January.
- 5.2.4.2. After fertilization, all areas must be watered thoroughly to avoid any possible damage to the plants.

5.2.5. Application of fertilizer for rose beds

- 5.2.5.1. Roses must be fertilized with 2:3:2 directly after pruning at a rate of 60g/m².
- 5.2.5.2. Roses must be fertilized every six weeks with 8:1:5(SR) alternating with a foliar fertilizer, containing micro elements. (E.g. Multifeed ®)

5.2.6. Mulching of beds

- 5.2.6.1. All shrub beds must be mulched with an 80mm thick layer of dead organic material such as pine tree leaves or semi decomposed wooden chips.
- 5.2.6.2. This must be spread evenly between perennials, shrubs, roses and groundcovers.
- 5.2.6.3. The mulching must be filled up during January, after the fertilizer was given, in June and again in October, after the second fertilizer was given.

5.3. Maintenance of Annual seedlings & perennials

5.3.1. Planting of seedlings & perennials

- 5.3.1.1. Seedlings and plants supplied by either the Department of Public Works or the client department, will be planted according to the correct horticultural practices after consultation with the Clerk of Works regarding the area where the plants should be planted.

5.3.2. Weeding

- 5.3.2.1. Weeds will be removed from the beds on an ongoing basis.
- 5.3.2.2. Water thoroughly after weeding has been done in beds.

5.3.3. Irrigation

- 5.3.3.1. Seedlings must be watered every morning early.
- 5.3.3.2. This must be a fine spray of water and no seedlings must be over watered or flooded out of the soil.

5.3.4. Fertilization (Supplied by Horticulture Services)

- 5.3.4.1. Directly after seedlings have been planted, a foliar fertilizer must be applied to the beds, take care not to burn the young plants.
- 5.3.4.2. Multifeed® and Nitrosol®, or any other product with a similar composition of elements, will be given every fortnight alternately to feed the plants.

5.4. Maintenance of trees

5.4.1. Pruning and removal of trees

- 5.4.1.1. All dead and undesired branches as well as dead and undesired trees, between 1-5meters in height, must be removed as instructed by the Clerk of Works.
- 5.4.1.2. The material must be removed daily to a central point as pointed out by the Clerk of Works and removed from site weekly.
- 5.4.2. Weeding and cultivation
 - 5.4.2.1. The water basins around new trees are to be kept free of weeds and grass at all times.
 - 5.4.2.2. Mature trees from stem size 75mm in diameter and larger do not require water basins.
 - 5.4.2.3. The Department will plant new trees and supply the supports.
 - 5.4.2.4. Under no circumstances may a mechanical edge cutter (nylon line type) be used around the base of trees with a tree guard. Any tree damaged in this manner due to negligence will have to be replaced by the Contractor at his expense.
 - 5.4.2.5. All the weeds and grass that have been removed from the water basins must be removed daily to a central point on the site as determined by the Clerk of Works.
- 5.4.3. Irrigation
 - 5.4.3.1. All trees with water basins must be watered once per week until the end of May and then once per month until the end of August.
 - 5.4.3.2. The Contractor will provide the irrigation material to water the trees.
- 5.4.4. Application of fertilizer (Supplied by Horticulture Services)
 - 5.4.4.1. All trees with water basins must be fertilized. (Water restrictions permitted)
 - 5.4.4.2. Type 2:3:2 (22) Zn is to be applied at a rate of 100g per tree during August, October and January.
 - 5.4.4.3. Type LAN is to be supplied at a rate of 50g per tree during August, October and January.
 - 5.4.4.4. After fertilization, all trees are to be watered thoroughly.
- 5.5. Cleaning of roads, footpaths, storm water canals and paved areas
 - 5.5.1. Weeding and sweeping
 - 5.5.1.1. All roads, footpaths and paved areas must be kept free of weeds and grass.
 - 5.5.1.2. The weeds/grass must be hoed out or destroyed by careful application of approved and selected herbicides.
 - 5.5.1.3. The application of herbicides must be done in consultation with the Clerk of Works.
 - 5.5.1.4. All the material that has been hoed out and swept together must be removed daily to a central point on the site as determined by the Clerk of Works.
 - 5.5.1.5. After lawn areas are cut, all loose grass that has fallen on the roads, footpaths and paved areas must be removed immediately.
 - 5.5.1.6. Sidewalks around the terrain should be cultivated or grass mowed to keep the outside of the terrain also neat and clean.
- 5.6. Pest control
 - 5.6.1. The Contractor is to monitor pests constantly and to treat accordingly as and when required.
 - 5.6.2. Natural approved organic pesticides may also be used.
 - 5.6.3. Pesticides must be requested from the Clerk of Works the moment the pests are noticed on site.
 - 5.6.4. The application of pesticides must be done in consultation with the Clerk of Works.
 - 5.6.5. Pesticides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person.
- 5.7. Removal of rubble and cleaning of rubbish bins.
 - 5.7.1. Leaf litter removal
 - 5.7.1.1. All leaves, seeds etcetera of the trees and shrubs on the planted lawns, roads, footpaths, sidewalks and paved areas must be removed on a weekly basis.
 - 5.7.1.2. All refuse is to be removed from garden areas at the end of each day to a central point on the site as determined by the Clerk of Works and removed from site weekly.
 - 5.7.2. Litter and rubbish collection
 - 5.7.2.1. The Contractor is responsible for the daily collection of litter and rubbish on the site as well as from existing rubbish bins.
 - 5.7.2.2. All litter and rubbish is to be removed to a central point on the site as determined by the Clerk of Works.



5.8. Fire belts

~~5.8.1. During May existing fire belts are cleared to a width of 3m of all organic material.~~

~~5.8.2. Overhanging branches are cut back and the material must be removed from terrain immediately.~~

5.9. General responsibilities

5.9.1. The Contractor will be responsible for ensuring that all areas of planting receive the amount of water specified herein. (Taking into account the type and extent of irrigation presently on site and the expected rainfall.)

5.9.2. Where drought conditions exist, the Contractor has to apply as much water as restrictions allow.

5.9.3. Government property will be respected and damage caused by the contractor or his / her personnel will be reported to the Regional Manager immediately. If negligence can be proved, the cost of repair will be for the contractor's account.

5.9.4. The contractor's personnel will not be a disturbance on the terrain and must be identified by the protective clothing, as stated in Section B, item 4.2.

5.9.5. When available, restrooms and storerooms may be utilized by the contractor and his personnel. These facilities will be kept neat, tidy and securely locked at all times.

5.9.6. Water and electricity will be consumed optimally without wastage and only for the purpose of maintaining the terrain.

5.10. Service Level Agreement

5.10.1. The contractor will supply the department with a certified copy of the gardener's Identity Document as well as a signed employment contract and proof of UIF registration by the end of the first month of services rendered.

5.10.2. The contractor will ensure the gardener(s) are compensated monthly on a specific date, as agreed upon in the employment contract.

5.10.3. The gardener will be paid the minimum wages or more, as tabled annually by the Department of Labour for general workers working in public areas or as prescribed by the Department of Labour.

5.10.4. The service provider will sign the specifications of this project, which will serve as a service level agreement between the service provider, the Department and the client user department from the commencement date of this contract.

5.10.5. This will serve as a guidance tool for the daily operation of this contract and will be read in conjunction with the GCC contract and used as a contract management tool for the duration of the contract.

5.10.6. In the event that the contractor is in default with the contract specifications, the specifications, together with the GCC will form the basis for corrective measures applied to either rectify the defects or as supporting proof that the contract is in Mora or may be terminated.

ANNEXURE A- SPECIAL CONDITIONS OF CONTRACT

The purpose of this document is to:

- i. Draw special attention to certain special conditions of contract, applicable to this government bid.
- ii. To ensure that bidders are familiar with regard to compliance with the special conditions and the implication it might have on the bid offer received.

Special Conditions of Contract

1. Bidders must have documentation, confirming compliance with the Compensation of Occupational Injuries and Diseases Act (COIDA). Documentation which will be accepted is the following:
 - a. Valid Letter of Good Standing
 - b. Valid Letter for Tender Purposes
 - c. Valid Proof of Registration
 - d. Application for Registration (not dated older than 90 days)
2. Site handover to the successful bidder will only take place once the bidder has provided a valid "Proof of Registration" or "Letter of Good Standing" issued by the Compensation Commissioner, clearly specifying the registration number, the name of the bidder/company as well as specifying the nature of the business, which must be within the relevant category. (Nature of business related to this specific service)
3. In compliance with the Department's internal security policy, drafted in terms of the Minimum information security standards (MISS) and other security legislation, no service provider shall render any service to the Department without the necessary security clearance.
4. Bidders will be subjected to security clearance screening, undertaken by the Department. The Department reserves the right to cancel an award/contract should the bidder fail to pass the security clearance screening. Any adverse outcome could result in the contract being terminated without prejudice to the Department.

I have read the special conditions and am familiar with the content of this document.

| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |

THE IMPLEMENTATION OF EPWP IN CLEANING AND GARDENING PROJECTS

EPWP SCOPE OF WORK

TERMINOLOGY

By hand: refers to the use of tools which are manually operated and powered.

EPWP Project: refers to a project that incorporates the following elements to the extent possible: employment creation, labour intensive methods, resource optimisation (only use equipment for activities that cannot be effectively done by the use of labour), quality is not compromised, skills development and transfer, community ownership, optimisation of quality cost and time, decent working conditions (fair wages, appropriate provision for safety and health and freedom of association) and lays the foundation for sustainability.

Expanded Public Works Programme: refers to a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources.

Form of contract: refers to a document (conditions of contract) published by industry which establishes the rights, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

Full Time Equivalent (FTE) Employment: refers to one person-year of employment. One person year is equivalent to 230 person days of work. The 230 days are effective days of work after subtracting provision for non-productive days in a year (e.g. leave, holidays).

EPWP Integrated Grant: refers to funds payable to public bodies through a conditional grant to incentivise employment creation under the EPWP.

EPWP Target: refers to a target set by the National Department of Public Works specifying the number of work opportunities and FTEs that a public body should endeavour to create.

Labour-Intensity: refers to the expenditure on wages expressed as a percentage of the total expenditure on activities implemented labour-intensively.

Labour-intensive: refers to methods of construction involving a mix of machines and labour, where labour, utilising hand tools and light plant and equipment, is preferred to the use of heavy machines, where technically feasible and economically viable. (Note: The normal emphasis on the cost-effectiveness and quality of the asset must be retained.)

Large Project: It is an infrastructure project with a value of more than R 30 million (including VAT) that involves the use of labour-intensive methods on a significant scope of work to maximise the creation of work opportunities.

Ministerial Determination: refers to a determination issued by the Minister of Labour in terms of the Basic Conditions of Employment Act of 1997. It applies to Expanded Public Works Programmes. The Ministerial Determination must be read in conjunction with the Code of Good Practice for the Expanded Public Works Programme.

Public body: refers to a department, state owned entity, constitutional institution, municipality, public entity or municipal entity.

Task rate: refers to an approved quantity of work to be assigned to a worker(s) to complete in a working day.

Scope of work: refers to a specification and description of the services or construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract is to be performed.

Semi-skilled work: refers to work requiring a person to have some degree of training or familiarisation with the task to be performed before being able to operate at optimal efficiency.

Unskilled work: refers to work that does not require a person to have received prior training related to the task to be performed being able to operate to a satisfactory standard.

Wage Rate: refers to the set wage to be paid to a worker who completes an assigned daily task.

Work Opportunity: refers to paid work created for an individual on an EPWP project for any period of time, within the employment conditions of the Code of Good Practice for Expanded Public Works Programme.



1. GENERAL

This Expanded Public Works Programme (EPWP) specification, forms part of the contract documents, and must be read and priced in conjunction with documents comprising the contract documents, which includes the project specification.

The National Department of Public Works is satisfied that, sufficient local labour is available for the project to be implemented labour intensively.

The employment of locally based temporary workers on this project must be in accordance with the Code of Good Practice for employment and conditions of work for Special Public Works Programmes issued in terms of the Basic Conditions of Employment Act, 1997 (Act N 75 of 1997) and promulgated in Government Gazettes Notice N P64 of 25 January 2002.

2. RECRUITMENT

2.1. The workers of EPWP should be locally based (as close to the project site as possible) and be prepared to work on the specific project.

2.2. In addition the following criteria must help to target the poorest of the poor:

2.2.1. People who come from households where the head of the household has less than a primary school education.

2.2.2. People who come from a household where they have less than one full time person earning an income.

2.2.3. People who come from a household where agriculture is the source of income.

2.2.4. People who are in receipt of any social security grant in the form of disability grants, pensioners where applicable. It should be noted that, people from households that are receiving grants are considered poor and are eligible to be working in EPWP projects.

2.2.5. The following category of people must be targeted:

- Women (55%)
- Youth and (55%)
- People with disability (2%)

2.3. The number of skilled personnel must be kept at a minimum to optimise the number of unskilled workers employed.

3. ADHERENCE TO THE MINIMUM WAGE

This principle calls for adherence to the EPWP minimum wage and employment conditions under the EPWP Ministerial. The prescribed EPWP minimum wage in this project will be the minimum labour rate as determined by the Department of Labour.

4. EPWP RECORDS

For monitoring purposes, the service provider shall keep monthly records and submit to the client on the following indicators:

- EPWP Participants contracts of employment.
- EPWP Participants recently certified ID copies.
- EPWP Participants monthly attendance registers.
- EPWP Participants payment registers and proof of payment.

5. SUBMISSION OF EPWP DATA

The service provider shall submit monthly attendance registers, proof of payment and payment registers in a format and timeframes specified by the National Department of Public Works. No tax invoice certificate shall be certified for payment if this information is not provided by the service provider.

6. SUPERVISION

The service provider, his or her representative shall be responsible for the supervision of the EPWP participants on this project.

7. PROTECTIVE CLOTHING

The service provider shall purchase the required and appropriate personal protective equipment's (PPE), for all the EPWP participants in the project. The PPE shall include two sets of EPWP branded overalls, safety shoes and, EPWP hood for participants working in the garden.

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

1. Introduction and Background

1.1. Background to the Health and Safety Specification

- 1.1.1. The Construction Regulations of February 2014 in terms of Regulation 5(1) (b) places the onus on the Client to prepare a Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works and Infrastructure as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 1.1.2. This document serves to address all the above mentioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Public Works and Infrastructure hereinafter referred to as the Client throughout this document.
- 1.1.3. This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 1.1.4. When submitting his/her tender the Contractor must supply the Department of Public Works and Infrastructure with a detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Department of Public Works and Infrastructure premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1) (a) of the Construction Regulations of February 2014.
- 1.1.5. No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolution of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 1.1.6. The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2. Purpose of Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 order to reduce incidents and injuries.

2. Health and Safety Specification

2.1. Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2. Contractual Issues

- 2.2.1. Due to fact that this document is based on legislative requirements the Department of Public Works and Infrastructure Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2.2.2. The Department of Public Works and Infrastructure or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.

2.2.3. The requirements as specified by the Department of Public Works and Infrastructure in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.

2.2.4. Department of Works and Infrastructure will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3. Safety, Health and Environmental Standards and Procedures

2.3.1. The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.

2.3.2. Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.

2.3.3. Where procedures have been specified by Department of Public Works and Infrastructure in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Department of Works and Infrastructure or it's duly appointed representative.

2.4. Interpretation

2.4.1. Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.4.2. Definitions

2.4.2.1. The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.

2.4.2.2. Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

2.5. Minimum Administrative Requirements

2.5.1. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

2.5.1.1. The Contractor shall submit proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.

2.5.1.2. It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.

2.5.1.3. Should the Department of Public Works and Infrastructure or its representative deem such practice as having a negative effect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.

2.5.2. *Compensation of Occupational injuries and Diseases Act (COIDA), Act 130 of 1993.*

2.5.2.1. The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the National Department of Public Works Regional Office premises.

2.5.2.2. The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.

2.5.2.3. The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor.

2.5.2.4. The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the National Department of Public Works Regional Office premises.

2.5.3. Occupational Health and Safety Policy

2.5.3.1. The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.

2.5.3.2. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

2.5.3.3. A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.4. Health and Safety Organogram

2.5.4.1. The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.

2.5.4.2. In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.

2.5.4.3. The organogram shall be updated when there are any changes in the Site Management Structure.

2.5.5. Preliminary Hazard Identification and Risk Analysis And Progress Hazard Identification and Risk Analysis

2.5.5.1. The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of work, and the assessed risks shall form part of the Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:

- A list of hazards identified as well as potentially hazardous tasks.
- A documented risk assessment based on the list of hazards and tasks.
- A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
- A monitoring and review procedure of the risks assessment as the risks change.

2.5.5.2. The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

2.5.5.3. Should the Department of Public Works and Infrastructure or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.6. Health and Safety Representative(s)

2.5.6.1. The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.

2.5.6.2. The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.7. Health and Safety Training

2.5.7.1. Induction

The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. A suitable venue must be supplied to provide this training.

2.5.7.2. Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily/weekly. These talks should deal with risks relevant to the cleaning activities at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

2.5.8. General Record Keeping

- 2.5.8.1. The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2.5.8.2. The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 2.5.8.3. The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

2.5.9. First Aid Box and First Aid Equipment

- 2.5.9.1. All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2.5.9.2. The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 2.5.9.3. Valid certificates to be kept on site in the Site Safety File.

2.5.10. Accident / Incident Reporting and Investigation

- 2.5.10.1. Injuries are to be categorized into the following categories:
 - first aid;
 - medical;
 - disabling; and
 - fatal injuries.
- 2.5.10.2. All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 2.5.10.3. All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.
- 2.5.10.4. Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

2.5.11. Hazards and Potential Situations

- 2.5.11.1. The Principal Contractor shall immediately notify other the Department of Public Works and Infrastructure of any hazardous or potentially hazardous situations that may arise during performance of gardening service activities.
- 2.5.11.2. Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.12. Personal Protective Equipment and Clothing

- 2.5.12.1. The Contractor shall ensure that all workers are issued and wear Safety Boots/Shoes and Overalls.
- 2.5.12.2. The Contractor shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 2.5.12.3. The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
 - Lost or stolen;
 - Worn out or damaged.
- 2.5.12.4. The above procedure applies to Contractors and their Sub-Contractors.
- 2.5.12.5. Records of all PPE issued to staff must be kept on Site Safety File.
- 2.5.12.6. Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.

2.5.13. Occupational Health and Safety Signage of Workers

The Contractor shall provide adequate on-site OHS signage including but not limited to:
"Grass cutting in progress"

2.6. Physical Requirements

2.6.1. Stacking of Materials

Stacking and storage of materials must be performed under the Supervision of a Competent Person.

2.6.2. Hazardous Chemical Substances (HCS)

- 2.6.2.1. All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2.6.2.2. In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.7. Plant and Machinery

2.7.1. Hired Plant Machinery

- 2.7.1.1. The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2.7.1.2. The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 2.7.1.3. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.2. Working at Heights

- 2.7.2.1. The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 2.7.2.2. The fall prevention plan must be approved by the Client before work may commence if work is involving fall risk position (trenches)

2.8. Occupation Health and Environmental Management

2.8.1. Occupational Hygiene

- 2.8.1.1. Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2.8.1.2. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 2.8.1.3. Contractors must prevent inhalation, ingestion, absorption, and noise induction.

2.8.2. Environmental Management

- 2.8.2.1. The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2.8.2.2. Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 2.8.2.3. The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 2.8.2.4. Plans to deal with spillages must be in place and maintained.
- 2.8.2.5. No waste materials liquid or solid may be disposed of in drains.
- 2.8.2.6. No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.

2.8.3. Alcohol and other drugs

- 2.8.3.1. No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2.8.3.2. No person may be under the influence of alcohol or any other drugs while on the construction site.
- 2.8.3.3. Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 2.8.3.4. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 2.8.3.5. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary



procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

NB: - Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification.

PRICING SCHEDULE

Quotation No: Q23/065A

Bid/ Project Description: DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT

PLEASE NOTE: *This portion MUST be completed and returned with the bid offer documentation in order for the Department to execute a risk assessment on the bid offer.
The terrain area is just an indication and contractors must ensure that the amount of work is taken into consideration when labour cost is calculated.*

LABOUR COST: Minimum labour cost must be according to the stipulated rate as determined by the Department of Labour. (www.labour.gov.za)
NB: Labour rate increases annually as per Parliament's instruction.

MATERIAL COST: Material, tools, equipment as per item 4.3 as well as maintenance / replacement cost for the duration of the contract. (Taking into consideration equipment and tools already in company and available to use in this project as specified on next page)

TRANSPORT: Make allowance for refuse removal and regular site inspections.

OVERHEADS & PROFIT: Specify the amount set aside for contingencies / profit

TERRAIN AREA: ± 1 400 m² (Estimate -as per DPW-database)
Norm 1 gardener / 3 000m²
Small developed garden with gravel parking

MINIMUM WORKERS NEEDED: One gardener, 3days per week (24hrs/week)

| Item | Rate / gardener | Monthly |
|--|-----------------|---------|
| Labour cost | | |
| _____ gardener(s) Minimum rate 2023 : R25.42 x 24hrs x 4.333 weeks | R | R |
| Labour related expenses (All entitled leave and service benefits. UIF, COIDA, Relief worker payment, PPE, etc) | | R |
| 3. Material cost | | |
| Garden material, tools & equipment, including maintenance thereof (As per Section B, Item 4.3) | | R |
| Transport | | |
| 17 km /week for refuse removal and inspection (distance from Magistrate office to dumping site) | | R |
| Overheads / Profit | | R |
| VAT 15% (if VAT registered) | | R |
| Total monthly cost | | R |
| Total bid offer cost (Monthly cost x 36 months) TO BE CARRIED OVER TO FORM OF OFFER (PA-32) | | R |

LIST OF RESOURCES

Table assets and personnel **already** in the company and not what is needed for this project.

| | | | |
|------------|--|------------------|--|
| Contractor | | Physical Address | |
| Telephone | | | |

| Human resources | YES | NO | Number of officials |
|--|-----|----|---------------------|
| Permanent gardeners in service | | | |
| Permanent general workers in service | | | |
| Contract workers | | | |
| No employees; will appoint workers when contract is awarded | | | |

| Garden equipment | YES | NO | Quantity |
|--|-----|----|----------|
| Ride-on lawnmower | | | |
| Walk behind industrial mower | | | |
| Walk behind fuel driven mower | | | |
| Electric lawnmower | | | |
| Brush cutter / Edge trimmer | | | |
| Chainsaw | | | |
| Blower (electric / fuel) | | | |
| Don't have any equipment / tools; will buy when contract is awarded | | | |

| Other garden tools currently owned by contractor (specify) | Quantity |
|--|----------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

I _____ hereby certify that the information above is a true reflection of the resources of _____ (company name) and may be inspected by the Department of Public Works.

Initials and Surname

Date

Signature

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state? YES NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

⁽³⁾ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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".
For External Use

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ 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.

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".



3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | | | |
|----------------|-----------|------|----------|
| | | | |
| Name of Bidder | Signature | Date | Position |

This form is aligned to SBD 4.

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

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per 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 Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 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 Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 1 *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.

- 2 The Enterprise accept 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.
- 3 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:

_____ Postal Code _____



Postal Address:

_____ Postal Code _____

Telephone number: _____ Fax number: _____

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

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

Note:

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

| |
|-------------------------|
| ENTERPRISE STAMP |
| |

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender 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:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per 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 tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

| | | | |
|-------------------------------|--|----------------------|------------|
| Project title: | DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT | | |
| Tender / Quotation no: | Q23/065A | Reference no: | N/A |

Date Bid Briefing Meeting: NONE

Time of Bid Briefing Meeting: NONE

Venue: NONE

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

| | | |
|----------------------------|-----------|------|
| | | |
| Name of DPW Representative | Signature | Date |

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

| | | | |
|-------------------------------|--|----------------------|------------|
| Project title: | DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT | | |
| Tender / Quotation no: | Q23/065A | Reference no: | N/A |

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

| | Date | Title or Details |
|-----|-------------|-------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

| | | |
|-------------------------|------------------|-------------|
| | | |
| Name of Tenderer | Signature | Date |

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

| | | |
|-------------------------|------------------|-------------|
| | | |
| Name of Tenderer | Signature | Date |

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: Q23/065A

Name of Tenderer

EME¹ QSE² 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 / under developed area/township | 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"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

1. 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, 2022, 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

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

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

| | | | |
|------------------------|---|---------------------------------------|-------------|
| Project title: | DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT | | |
| Tender / Quotation no: | Q23/065A | Closing date: Monday, 09 October 2023 | Time: 11H00 |

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

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

1.1. Current projects

| Projects currently engaged in | Name of Employer or Representative of Employer | Contact tel. no. | Contract sum of Project | Scope of Services (Work stages appointed for – eg 1 to 6) | Work stages completed | Work stages in progress |
|-------------------------------|--|------------------|-------------------------|---|-----------------------|-------------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |



1.2. Completed projects

| Projects completed in the last 5 (five) years | Name of Employer or Representative of Employer | Contact tel. no. | Contract sum of Project | Scope of Services (Work stages appointed for – eg 1 to 6) | Date of appointment | Date of completion |
|---|--|------------------|-------------------------|---|---------------------|--------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

| | |
|--|--------------|
| PREFERENCE POINTS SYSTEM | 80/20 |
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and Specific Goals | 100 |

1.5 For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|-----------|--|---------------------------------------|---|
| 1. | An EME or QSE which is at least 51% owned by black people | 10 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area XHARIEP DISTRICT MUNICIPALITY | 2 | <ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder. |

| | | | |
|----|---|---|--|
| 3. | An EME or QSE which is at least 51% owned by black women | 4 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE which is at least 51% owned by black people with disability | 2 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDASA). |
| 5. | An EME or QSE which is at least 51% owned by black youth | 2 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|--|---|---|
| 1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) | 10 | |
| 2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area | 2 | |
| 3. An EME or QSE or any entity which is at least 51% owned by women | 4 | |
| 4. An EME or QSE or any entity which is at least 51% owned by people with disability | 2 | |
| 5. An EME or QSE or any entity which is at least 51% owned by youth.* | 2 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;



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

| |
|---|
| <p>.....SIGNATURE(S) OF TENDERER(S).....</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> |
|---|

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

| | |
|--|---|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Construction Business: | |
| Definition of “Black People” | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;” |
| Definition of “Black Designated Groups” | “Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;” |

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of ____/____/____ the annual Total
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

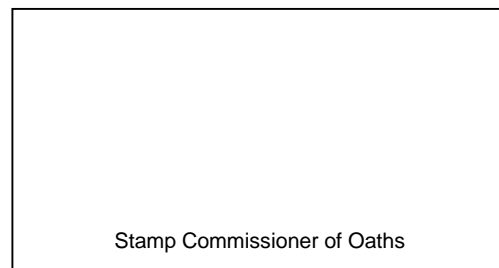
| | | |
|---------------------------|---|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At Least 51% black owned | Level Two (125% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | Level Four (100% B-BBEE procurement recognition level) | |

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

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

| | |
|--|---|
| Enterprise Name: | |
| Trading Name (If Applicable): | |
| Registration Number: | |
| Enterprise Physical Address: | |
| Type of Entity (CC, (Pty) Ltd, Sole Prop etc.): | |
| Nature of Construction Business: | |
| Definition of “Black People” | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;” |
| Definition of “Black Designated Groups” | “Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;” |

I hereby declare under Oath that:

- The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____/_____/_____

Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

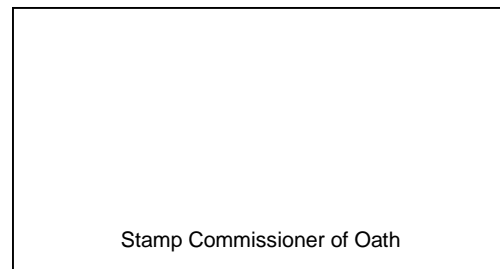
| | | |
|--------------------------|--|--|
| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) | |
| At Least 51% black owned | Level Two (125% B-BBEE procurement recognition level) | |

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: Q23/065A

BID/ PROJECT DESCRIPTION: DOJ: PHILIPPOLIS MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT

NOTES:

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

2. Definitions
3. Application
4. General
5. Standards
6. Use of contract documents and information; inspection
7. Patent rights
8. Performance security
9. Inspections, tests and analysis
10. Packing
11. Delivery and documents
12. Insurance
13. Transportation
14. Incidental services
15. Spare parts
16. Warranty
17. Payment
18. Prices
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the supplier's performance
23. Penalties
24. Termination for default
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. National Industrial Participation Programme (NIPP)
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in



performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.