



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

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ERRATUM NOTICE FOR : DBNQ24/7/17 That was advertised on the Departmental website on the 15/07/2024 with incorrect BOQ.

DBNQ24/07/17 – JUSTICE :PINETOWN MAGISTRATE COURT: 24 MONTHS GARDENING MAINTENANCE SERVICES

TENDERERS ARE NOTIFIED THAT DBNQ24/07/17 WAS ADVERTISED ON THE DEPARTMENTAL WEBSITE ON THE 15/07/2024 WITH INCORRECT BOQ

CLOSING DATE IS STILL THE 29/07/2024 AT 11AM.

TENDERERS TO TAKE NOTE OF CORRECT BOQ ON THE WEBSITE.

ORIGINAL ADVERT DATE: 15/07/2024

ERRATUM NOTICE DATE : 18/07/2024

 18/07/2024.

Supply Chain Management

For: REGIONAL MANAGER

Lefapha la Dliro tsa Setshaba Department of Public Works Lefapha la Mesebetsi ya Setjhaba Kgoro ya Mešomo ya Setshaba Ndzawulo ya Mintirho ya Vaaki LiTiko leTemisebenti yaHulumende Yemphakatsi ISebe leMisebenzi yoluNtu UmNyango wezemisebenzi yomPhakathi uMnyango Wemisebenzi Yomphakathi eMiphakatlini Muhasho wa Mishumo ya Tshitshavha Departement van Openbare Werke



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DBNQ24

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

FOR THE

APPOINTMENT OF SERVICE PROVIDER

TO RENDER GARDENING

FOR 24 MONTHS

AT PINETOWN MAGISTRATE COURT

DOJ - KZN

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF CONTRACT
GARDENING SERVICES AT THE DEPARTMENT OF JUSTICE OFFICES FOR A PERIOD OF
36 MONTHS**

1. INTRODUCTION

The Department of Public Works (DPW) invites bids for the provision of contract gardening services at specified premises occupied by, or under the control of, the Department of Justice and Constitutional Development.

2. DURATION OF CONTRACT

The contract will endure for a period of 24 months calculated from the date of acceptance of the bid offer made by the successful bidder.

3. SUBMISSION REQUIREMENTS

3.1 Bidders must comply with current rates for Department of Labour when completing Bill of Quantity for employees' salaries. Failure to compliance with Department of Labour rates, for employees' salaries will be disqualified.

3.2 Bidders must be in possession of a central supplier database which must be submitted with their bid documents.

3.3 Bidders must comply strictly with the Basic Conditions of Employment Act (BCEA), Act 75 of 1997, as amended and any applicable sectoral determination in regard to salaries and wages on contract cleaning services.

4. CONTRACTUAL ASPECTS

4.1 The terms of this specification and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

4.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

4.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.

4.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the Department.

4.5 The successful bidder must advise the Regional Manager: Department of Public Works immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

5. UNCERTAINTY ABOUT SCOPE

Should the Contractor be uncertain about the scope of the work to be executed under this contract, the Department must be immediately requested to clarify its instructions.

6. OBSERVANCE OF HEALTH REGULATIONS

All regulations prescribed by the State Health Department or by the Local Authority concerned, which have a bearing on this contract, must be observed meticulously by the Contractor. (See item 10.)

7. PROVISION OF MATERIALS AND EQUIPMENT

The contractor will be responsible for the provision of all materials and equipment that may be required to ensure efficient service.

The Contractor will ensure that there will be no break in the service.

8. DEFAULT

The Contractor shall be liable for all expenses which may be incurred by his failure to perform any portion of this contract and the manner in which the service ought to be performed, in case of complaints, shall be decided finally by the Director-General of the National Department of Public Works or his Deputy who will be empowered, whenever necessary appoint a contractor to complete the service and charge this cost to the Contractor, or alternatively cancel the contract immediately.

9. DAMAGE

The Contractor shall make good all damage, which may be caused by him or his employees within five working days of being given written notice to do so. If not, the expense of having the repairs effected shall be for the Contractors account.

10. SUB-LETTING

Neither the whole nor any portion of this contract shall be handed over or transferred to any other party without the prior written consent of the Director-General, National Department of Public Works or his Deputy.

11. UNIT RATES / PRICES

Unit rates to include for all labour, transport, overheads and everything necessary for the proper performance of the work on **Schedule A**.

11.1 VALUE ADDED TAX (VAT)

All rates in this bid must be nett with VAT included.

NB: The department will only pay VAT to companies registered for VAT.

11.2 FIXED PRICE CONTRACT

This contract is a fixed priced contract and no adjustments shall be made for any increases or decreases of prices except for VAT rate adjustment.

12. BREACH OF CONTRACT

If the services rendered are interrupted or temporarily suspended as a result of any labour dispute, civil summons, a local or national disaster or any other cause outside the reasonable control of the Contractor both parties agree mutually on methods to continue with essential services.

13. DOCUMENTS

The following documents must be read in conjunction with this bid.

- i) Municipal by-laws and any special requirements of the Local Authority.

- ii) Occupational Health and Safety Act no. 85 of 1993

14. PAYMENT

Accounts to be submitted monthly/completion of service. The "DPW/CSD/001CONFIRMATION OF SERVICE DELIVERY" must be certified and stamped by the person in charge of the relative institution or his nominated deputy. The service/works must be inspected by the NDPW to the effect that the quantities reflected on the invoice are correct and that the service has been performed satisfactorily. *The invoice should be accompanied by the signed and stamped "DPW/CSD/001".* Payment of accounts complying with all requirements will be made within **30 days from submission** to the department.

15. VARIATION IN CONTRACT

Should any of the premise(s) served by this contract be vacated or should the service for any other reason become wholly unnecessary the Contractor agrees to claim no payment in respect of such centre and the contract shall be considered as cancelled in respect of such centre.

Should any of the premise(s) served be added to this contract the Contractor's price per m² would be used to apply for the new premise(s).

16. CURTAILMENT OF SERVICES

The Department reserves the right to change any part of the service with one month's written notice to the contractor.

This however will only occur if the involved part(s) of the premise(s) is/are vacated, the occupants change or for security reasons. The contract amount shall in such a case be amended from the date of vacating the premise(s) with an amount as agreed upon.

Should the premise(s) or part(s) of the premise(s) where the service is rendered be damaged or destroyed by force majeure (viz major) the Department will, in its discretion determine which part(s) of the premise(s) cannot or should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premise(s) the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result there from. In respect of the remaining part(s) of the premise(s) which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change, if the damaged premise(s) is repaired the Department can request the contractor to resume the service by one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

17. CLAIMS

The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim in respect of any taxes payable by the Contractor.
- b) Any claim for Workmen's Compensation Insurance of for any loss for which the Contractor is liable.
- c) Any claim by any third person including any employees of the Client or of the Contractor for any loss resulting from any bodily injury and or damage to property by any act or omission of the Contractor or any of its employees, servants or agents.

18. CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR

The prospective bidders are expected to comply with all statutory provisions governing the contract and pest control industry, more particularly the prescribed minimum wage determined by the Department of Labour. The Department reserves the right to terminate the service in the event of the successful bidders' non-compliance with statutory obligations.

The personnel appointed by the contractor should have proof of prior experience and suitable competence

In accordance to the law on control and entry to public areas and vehicles, 1985 (law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z(2) of the mentioned law.

Employees of the contractor shall not loiter about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be off the premise(s). No employee would be allowed on the premise(s) after working hours except if they have permission from the responsible officer in charge of the building.

Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to supply a service. If the service is not required in that specific area at the time then entry to the area is prohibited.

Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times, indicate personnel to the contractor who is a security, health or safety risk. Such persons would not be allowed to be used by the contractor to carry out his duties.

In such a case the contractor will immediately honour the Department's request and shall have no claim of loss or damage against the Department.

The contractor or his affiliates may provide no information of state activities to the public.

19. INDEMNITIES

The contractor and his/her affiliates enter the premise(s) at own risk.

The contractor indemnifies the Department of any happenings that he/she is aware of or not aware of his/her personnel that are used for services that fall outside this contract.

The contractor must public liability against any claim, cost, lost or damage resulting from gardening duties and shall ensure that such insurance is valid for the entire period of the contract.

20. ELECTRICAL EQUIPMENT

The contractor shall not use defective electrical equipment, which could cause the earth leakage to trip. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phase and not 2 phase.

The contractor may only use electrical equipment that will normally be used in normal circumstances for purposes named in this agreement. The contractor may under no circumstances tamper with the electrical installations in a building or make changes to it without the Departments prior consent.

With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points.

The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1983 (Law no. 6 of 1983). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66Ab (Decibels) within one meter of the equipment.

21. NUISANCE

The contractor will not be allowed to perform any act or duty on the premise(s), which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premise(s) or that could cause damage to the property.

Personnel must behave in a soberly manner.

Silence must be reasonably maintained.

22. CAUTION SIGNBOARDS

The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in areas where the contractor or his employees are busy working. (Such danger tapes etc.). The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that services are been carried out in the area.

It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, print work, notices or any written material that is displayed is in English.

23. INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS

The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premise(s).

24. MANAGEMENT

The Contractor undertakes to:

- a) arrange with the occupants of buildings regarding access to the premise(s) in order to execute the required service;
- b) take adequate precautions to prevent damage to buildings, windows and glass doors

- and cars on the parking lot.
- c) accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
 - d) safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1996) and any amendments thereof;
 - e) all complaints concerning the service which must be performed, must receive immediate attention, but in any case not later than the following workday.
 - f) comply with the person who occupy the building's safety- and emergency measures and procedures, and keep the facilities, which are supplied, neat.
 - g) In carrying out the Contract, the Contractor shall conform to all laws, regulations or Bye Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto, for instance the Occupational Health and Safety Act, Act 85 of 1993, Basic Conditions of Employment Act, No. 75 of 1997 and Government Gazette No. 23792.

25. DRESS CODE

The successful bidder will be required:

EMPLOYEES MUST BE IN FULL PPE AT ALL TIMES

The contractor will provide each employee of the contractor with a photo identity card. The card must have the following particulars,

- a) Name of Firm (Contractor)
- b) Name of employee
- c) Identity number of Employee
- d) Signature of the Employee
- e) The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands. The employees or persons in the service of the contractor who are working in or around the building providing the services as stated in this contract must at all times be dressed in a uniform that is to the Departments approval. The contractor shall at all times ensure that all gardening staff is neatly clothed in uniforms (with the name of the company printed there on) with necessary personal protective equipment which shall include but not be limited to headgear, shoes, gloves etc.

PINETOWN MAGISTRATE COURT PRICE STRUCTURE

1. PRICE STRUCTURE FOR LABOUR

POSITION	LEGISLATIVE RATES	MONTHLY WAGE	NO. OF WORKER(S)	TOTAL FOR MONTHLY SALARY
General Worker: Sept 2024 – Feb 2025 Actual Wage Rate	R	R	02	R
UIF @ 1% of Monthly Wage	R	R		R
Provident Fund @ 6% of Monthly Wage	R	R		R
COIDA @0.83% Of Monthly Wage	R	R		R
Annual Bonus Paid on the month of December @ 3%	R	R		R
Absent, sick, maternity, Family resp. leave @ 7% of monthly basic wage	R	R		R
Uniforms/Overall: You are required in terms of Main Agreement to provide serviceable condition & free of charge any PPE.	R	R		R
Severance Pay: The employer must pay the employee on the expiry of the contract one week's remuneration for each year of completed service @ 1.92%	R	R		R
Annual Leave: The employer to pay 21 consecutive days annual leave, which equates to 15 working days	R	R		R
Service SETA 23: If you are registered with SARS ie. An employer & annual turnover is R 6,000,000.00 per year or payroll in excess of R 5,000,000.00 per year then Employer is required to pay 1% monthly levy to SARS	R	R		R
Total Monthly Salary Inclusive of Allowances			02 Workers	R
Total of 06 Months Salaries Inclusive of Allowances			02 Workers	R

General Worker: March 2025 – Feb 2026 Actual Wage Rate	R	R	02	R
UIF @ 1% of Monthly Wage	R	R		R
Provident Fund @ 6% of Monthly Wage	R	R		R
COIDA @ 0.83% of Monthly Wage	R	R		R
Annual bonus paid on the month of December @ 3%	R	R		R
Absent, sick, maternity, Family resp. leave @ 7% of monthly basic wage	R	R		R
Uniforms/Overall: You are required in terms of Main Agreement to provide serviceable condition & free of charge any PPE.	R	R		R
Severance Pay: However the employer must pay the employee on the expiry of the contract one week's remuneration for each completed year service @ 1.92%	R	R		R
Annual Leave: The employer to pay 21 consecutive days annual leave, which equates to 15 working days	R	R		R
Service SETA 23: If you are registered with SARS i.e an employer & annual turnover is in R 6 000 000 per year or payroll in excess of R 500 000 per year then you required to pay to SARS a 1% monthly levy	R	R		R
Total Monthly Salary Inclusive of Allowances			02 Workers	R
Total of 12 Months Salaries Inclusive of Allowances			02 Workers	R

POSITION	LEGISLATIVE RATES	MONTHLY WAGE	NO. OF WORKER(S)	TOTAL FOR MONTHLY SALARY
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General Worker: March 2026 – Augu 2026 Actual Wage Rate	R	R	02	R
UIF @ 1% of Monthly Wage	R	R		R
Provident Fund @ 6% of Monthly Wage	R	R		R
COIDA @ 0.83% of Monthly Wage	R	R		R
Annual bonus paid on the month of December @ 3%	R	R		R
Absent, sick, maternity, Family resp. leave @ 7% of monthly basic wage	R	R		R
Uniforms/Overall: You are required in terms of Main Agreement to provide serviceable condition & free of charge any PPE.	R	R		R
Severance Pay: However the employer must pay the employee on the expiry of the contract one week's remuneration for each completed year service @ 1.92%	R	R		R
Annual Leave: The employer to pay 21 consecutive days annual leave, which equates to 15 working days	R	R		R

Service SETA 23: If you are registered with SARS i.e an employer & annual turnover is in R 6 000 000 per year or payroll in excess of R 500 000 per year then you required to pay to SARS a 1% monthly levy	R	R		R
Total Monthly Salary Inclusive of Allowances			02	R
Total of 06 Months Salaries Inclusive of Allowances			02	R
<i>02 Labour Salaries Inclusive of Allowance for of 24 Months</i>				

2. GARDENING CONSUMABLES

DESCRIPTION	QUANTITY	COST PER ITEM	MONTHLY COST
Petrol	20Lt		
2 Stroke Oil (500ml)	02		
Refuse Bags (Pack of 20) 750mm x 950 mmx 40 Micron	03		
Weed Killer 1Lt	04		
Total Cost of Gardening Consumables Per Month			
Total Cost of Gardening Consumables For 24 Months			R

2.2 QUARTERLY GARDENING CONSUMABLES (EVERY 3 MONTHS)

DESCRIPTION	QUANTITY	COST PER ITEM	MONTHLY COST
Nylon 3.5mm x 2kg	01		
Total Cost of Gardening Consumables Per Quarterly			
Total Cost of Gardening Consumables For 08 Quarters			

2.3 GARDENING EQUIPMENT (ONCE OFF)

DESCRIPTION	QUANTITY	COST PER ITEM	MONTHLY COSTS
Petrol Brush Cutter (Stihl: FS160) OR EQUIVALENT TO	02		
Petrol Leaf Blower Machine BG50 ,7KW	01		

Wheelbarrow	01		
Hosepipe 30m With fittings	01		
Garden Spade	02		
Garden Fork	02		
Plastic Rake (06 A YEAR)	12		
Total Cost of Gardening Equipment (Once Off)			

FINAL SUMMARY PAGE

PINETOWN MAGISTRATE COURT DESCRIPTION	PAGE NO	MONTHLY COSTS
Total Gardening Consumables		
Total Quarterly Gardening Consumables		
Total Gardening Equipment		
Sub Total A		
Labour Costs For 24 Months		
Sub Total B		
Overheads @ 5%		
Inflation Rate @ 6%		
Profit @ 20%		
Vat @ 15%		
Safety File		
Grand Total (To Be Forwarded to PA- 32)		