



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

QUOTATION DOCUMENT

**PROJECT DESCRIPTION: PROVISIONING OF GARDENING SERVICE AT MALUTI
MAGISTRATE FOR A PERIOD OF 24 MONTHS**

BID NO: MTHQ123/24

Closing Date: 24 February 2025
Closing Time: 11H00

Bid Briefing Meeting Date: NONE

Bid Briefing Meeting time: [Subject]

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
PRD2 Building
Sutherland Street
Mthatha
5099

SCM SPECIFIC ENQUIRIES:

Enquires: **Mthandeni Tshabalala**
Tel No: **012 492 3341** during office hours
Cell No: Click here to enter text.
Email Address:
Mthandeni.Tshabalala@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **WANDA ZIHLANGU**
Tel No: **047 502 7008** during office hours
Cell No: Click here to enter text.
Email Address: Wanda.Zihlangu@dpw.gov.za

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SUMMARY OF QUOTATION INFORMATION

Bid Number	MTHQ123/24	
Bid/ Project Description	PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS	
Bid Closing date & Time	Monday, 24 February 2025	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> [Subject]
Venue	NONE	
SCM SPECIFIC ENQUIRIES:	Mthandeni Tshabalala	Mthandeni.Tshabalala@dpw.gov.za
	012 492 3341	Cell Number
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	WANDA ZIHLANGU	Wanda.Zihlangu @dpw.gov.za
	047 502 7008	Cell number
Quotation Validity Period	84 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:	MTHQ123/24	CLOSING DATE:	Monday, 24 February 2025
		CLOSING TIME:	11H00
DESCRIPTION	PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS		
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)

OR POSTED TO:			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	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	WANDA ZIHLANGU
CONTACT PERSON	Mthandeni Tshabalala	TELEPHONE NUMBER	047 502 7008
TELEPHONE NUMBER	(012) 492 3341	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Wanda.Zihlanqu@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	Cell number

PART B **TERMS AND CONDITIONS FOR BIDDING**

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

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

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

Note Well:

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS		
Bid no:	MTHQ123/24	Procurement Plan Reference no:	N/A
Advertising date:	Monday, 17 February 2025	Closing date:	Monday, 24 February 2025
Closing time:	11H00	Validity period:	84 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	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	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	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☒	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	<i>SERVICE MUST COMPLY WITH MINIMUM WAGE AS PER LABOUR RATES 2025</i>
9	☒	<i>Any alterations made should be scratched and initialled next to it .</i>
10	☐	
11	☐	
12	☐	<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	☒	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	☒	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	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	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	☒	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	☐	Specify other responsiveness criteria
8	☐	Specify other responsiveness criteria
9	☐	Specify other responsiveness criteria
10	☐	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	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
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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	• 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	2	• 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	• 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. - and • Medical Certificate indicating that the disability is permanent. - Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. - Or • 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	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

4. COLLECTION OF QUOTATION DOCUMENTS

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:	(Type link here or indicate "N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> NONE	Starting time:	<i>Time of Bid Briefing (if any)</i> [Subject]

6. ENQUIRIES

6.1 Technical enquiries may be addressed to:

DPWI Project Manager	WANDA ZIHLANGU	Telephone no:	047 502 7008
Cellular phone no	Cell number	Fax no:	None
E-mail	<u>Wanda.Zihlangu @dpw.gov.za</u>		

6.2 SCM enquiries may be addressed to:

SCM Official	Mthandeni Tshabalala	Telephone no:	012 492 3341
Cellular phone no	Cell number	Fax no:	None
E-mail	<u>Mthandeni.Tshabalala@dpw.gov.za</u>		

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, 24 February 2025

Closing Time: 11H00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Email: Mthatha.Quotations@dpw.gov.za Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Floor 5 PRD2 Building Sutherland Street a Mthatha 5099
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TERMS OF REFERENCE/ SPECIFICATIONS

Quotation No: MTHQ123/24

Project Description: PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS

Paste Specifications or Terms of Reference here

PRICING SCHEDULE

Quotation No: MTHQ123/24

Bid/ Project Description: PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS

Paste Pricing Schedule here



public works
& infrastructure

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

24 MONTHS GARDENING TERM CONTRACT AT MALUTI MAGISTRATE COURT

PRICING SCHEDULE INCLUSIVE OF LABOUR COST AND APPLICABLE ALLOWANCES, LEAVIES & UNIFORMS (ALLOWANCES & LEAVIES INCLUDES: BONUS, UIF, COIDA, PROVIDENT FUND, ANNUAL LEAVE, BCCCI LEVY & OTHER)

1. THIS SECTION MUST BE COMPLETED IN FULL AND IS TO BE SUBMITTED TOGETHER WITH THE BID.
2. FAILURE TO COMPLETE THIS SECTION WILL RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS.
3. FAILURE TO COMPLY WITH DEPT OF LABOUR WAGES RATES FOR EMPLOYEES IN THIS SECTION WILL RESULT IN DISQUALIFICATION DURING THE BIDDING PROCESS.
4. PLANTING OF FLOWERS SERVICE PROVIDER TO PROVIDE SUPPLIERS INVOICE.

PRICE STRUCTURE FOR LABOUR

POSITION	LEGISLATIVE RATES	MONTHLY WAGE	TOTAL MONTHLY SALARY
General Worker: Actual Wage Rate as per current labour			
All applicable allowance (UIF, COIDA, Annual Bonus)			
Leave allowances (sick, normal, family responsibility, maternity)			
Uniforms/Overall: You are required in terms of Main Agreement to provide serviceable condition & free of charge any PPE			
Total monthly Salary inclusive of Allowances			
Total of 24 months Salary inclusive of Allowances			

ALLOWANCE FOR GARDEN MATERIAL & CONSUMABLES

DESCRIPTION	QUANTITY	COST PER ITEM
Petrol	24	
2 Stroke Oil (500ml)	24	
Refuse bag (Pack of 20)	24	
Weed Killer 1Lt	8	
Compost	8	
Fertilizer	8	
Mulch	12	
Consumables	24	
Planting of Flowers not exceeding R 10,000.00		
Total Cost of Gardening consumables per rate		

ALLOWANCE FOR EQUIPMENT HIRE

DESCRIPTION	QUANTITY	COST PER ITEM
Petrol Brush Cutter (equivalent to Stihl: FS160)	2	
Petrol Leaf Blower Machine (equivalent to BG 50 Stihl)	2	
Hedge trimmer	2	
Pole/hedge/tree pruner	2	
ONCE OFF EQUIPMENT		
Wheelbarrow	1	
Hosepipe 100m	1	
Garden Spade	2	
Garden Fork	2	
Plastic Rake	2	
Total Cost of Gardening Equipment (once off)		

OCCUPATIONAL HEALTH AND SAFETY

Medical Examinations	2	
Personal Protective Equipment	2	
Warning Signage	2	

SERVICE PROVIDER'S RESPONSIBILITY

Management costs	24	
Administration of contract	24	
Insurance cover all risk	24	

FINAL SUMMARY PAGE

DESCRIPTION	PAGE NO	MONTHLY COSTS
Total Labour Cost		
Total Gardening Consumables		
Total Equipment hire		
Total for Once off Equipment		
Total Occupational Health & Safety		
SERVICE PROVIDER'S RESPONSIBILITY		
Sub Total A		
Sub Total B		
Profit @ 20%		
Vat @ 15%		
GRAND TOTAL (To Be Forwarded to PA-32)		



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

24 MONTHS GARDEN SERVICES CONTRACT

AT

MALUTI MAGISTRATE COURT

WITHIN MTHATHA REGIONAL OFFICE

THIS SPECIFICATION CONSISTS OF THE FOLLOWING DOCUMENTS:

<u>SECTION</u>		<u>PAGES:</u>
(A)	PROJECT DESCRIPTION	- 1
(B)	SPECIFIC CONDITIONS AND OTHER REQUIREMENTS	- 3 - 4
(C)	EQUIPMENT LIST	- 4 – 5
(D)	SCOPE OF WORKS TO BE UNDERTAKEN	- 5 – 13
(E)	HEALTH AND SAFETY SPECIFICATION	- 14-18
(F)	SCHEDULE OF QUANTITIES AND PRICES	- 18-22

(A) PROJECT DESCRIPTION

Description of Service to be rendered: 24 MONTHS GARDEN SERVICE CONTRACT

MALUTI MAGISTRATE COURT: 4 079.00 Sqm

Contract period: 24 MONTHS FROM THE DATE OF AWARD OF TENDER

(B) SPECIFIC CONDITIONS AND OTHER REQUIREMENTS

B1. Labour Requirements

The contractor must appoint a minimum **01 grounds man** in each magistrate office on a full time / periodical basis. The appointment must coincide with the service times indicated below.

B2. Service Times

The service must be provided for eight (08) hours daily, Monday to Friday.

B3. Water for Irrigation Purposes

The contractor must consult with the local municipality to establish the status of water restrictions before watering can take place.

- a. The Department shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by the Department, the contractor may upon own discretion make its own arrangements in this regard without a right of recourse against the Department.
- b. The contractor must supply hosepipe as well as fittings. Note that this office does not have an electronic or any installed irrigation system. Manual irrigation shall be used by the contractor.
- c. The contractor and his workers shall under no circumstances use the fire hoses or other fire fighting equipment on the property during the performance of this service.

B4. Supervision

- a. The contractor must have effective and efficient supervision of the workers performance. The supervisor's salary must be included in the cost of labour.
- b. Supervisors / Service provider's where acting as supervisors **must** react in all aspects to reasonable requests from the contact person of the Department.

B5. Supply of Equipment & Storage

- a. The contractor shall be responsible for the supply and maintenance of all machinery and equipment that will be necessarily for the satisfactory delivery of this service.
- b. The equipment used by the contractor must comply with the regulations of the **Machinery and Occupational Health and Safety Act** (Act 85 of 1993).



- c. The Department can, where possible, supply a space for the storage of equipment free of charge. Where there is no space for storage the contractor must remove his equipment from the site. The Department has the right to inspect at anytime the provided space and at upon discretion cancel the arrangement.

B6. Consumable items

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

B7. Electrical equipment

No electricity will be provided to the contractors for the use of machinery and equipment.

B8. Warning signs

- a. The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place wherever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.
- b. The contractor must have all warnings/boards made in English and another local language where possible for the full term of the contract.

B9. Inflammable and Toxic Chemicals

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

C. GENERAL INFORMATION

Successful bidder is expected to provide own labour, own transport, material, equipment, protective clothing with labels to execute their landscape services.

The department shall provide water taps for irrigation but the contractor has to supply own hosepipe and its fittings.

The contractor must bear in mind that the magistrate office does not have any installed irrigation system therefore there must be a provision of enough irrigation equipment for manual irrigation.

NB It is compulsory that the successful bidder adhere to Covid 19 regulations during the contract period

D. SCOPE OF WORK TO BE DONE

D.1 Existing features on site

- (1) All the existing features on the site must be put to possible use for aesthetic value. Contractors are expected to consult the project manager before removing existing features on site and organize the replacement of the material removed.
- (2) No removal of the existing vegetation without permission and proposed replacement.
- (3) All existing vegetation needs to be maintained unless the contractor sees a need and must discuss that with the project manager and come up with the possible plan to rehabilitate.
- (4) No burning of the existing vegetation, garden refuse is allowed on the premises.



- (5) All rubbish arising from the work executed must be removed on site and be disposed of in a clean and accepted manner outside the premises to the municipal dumping sites. No rubbish heaps, open rooted plants, open grounds must be left unattended for more than two days.
- (6) Shrub and tree felling must be thoroughly done i.e complete removal of tree, branches and tree stumps mechanically or by other specified means. Chemical application to remove alien species must be administered in a professional manner.

(C) EQUIPMENT LIST

The service provide must provide the necessary equipment for the effective execution of work

It is a condition of the service providers to supply the following is the minimum equipment list that the Contractor will be required to have to carry on maintenance duties. This will be inspected before/during the course of maintenance. The list will be used as part of the risk assessment.

TABLE C1: EQUIPMENT LIST

DESCRIPTION	MINIMUM REQUIRED
Hose pipe with fittings	100 M X 1
Self propelled lawn mower/ Lawn mower	Where necessary
Brush cutter	01
Edge trimmer	01
Blower machine	01
Light Delivery Vehicle (LDV) / Bakkie	01
Spade	02
Planting spade	01
Fork	02
Ladies fork	02
Broom with handle	03
Iron rake	02
Leaf / Rubber rake	03
Wheelbarrow	01
Bow saw	01
Bucket (5-20L)	03
Hoe	02
Ladder	01
Secateurs	02
Hedge shear	01
Spanners & tools	01
Watering can (5-10L)	03
Pruning shears	01
Continental suits	Per groundsman
Safety shoes	Per groundsman
Rain coat	Per groundsman
Visible T- Shirts	Per groundsman
Protective gloves for all labour	2 pair per groundsman
Safety harness	2
Protective leggings for brush cutter operators.	2 pairs per groundsman
Protective ear muffs	2 pairs per groundsman
Suitable goggles	2 pairs per groundsman



Safety signs	2 pairs per groundsman
Gloves for chain saw operator	1
Suitable goggles	1
Hard hat	1
Whistle for chainsaw operator and team manager	1
Pants for chain saw operator.	1
Protective ear muffs	1
Safety signs	2
Calibrated fertilizer applicator/ Drop spreader	1
8L to 10L backpack sprayers	1
Measuring jug	1
Gloves: Rubber gloves for herbicides applicators	2
Respirator mask	2
Suitable goggles	2
Soap	1
Safety signs	2

Signature of contractor: _____

Date: _____

NOTE TO CONTRACTORS

All the above equipment shall comply with all the latest requirements of the OHS Act regarding the handling of chemicals and machinery!

(D) SCOPE OF WORKS TO BE UNDERTAKEN

- D1 MAINTENANCE OF PERENNIAL BEDDING PLANTS, TREES, SHRUBS AND PALMS
- D2 MAINTENANCE OF LAWNS AND GRASS
- D3 MAINTENANCE OF HARD SURFACES & OPEN SPACES
- D4 MAINTENANCE OF THE VERGE
- D5 TRANSPORT AND REFUSE REMOVAL

D1. MAINTENANCE OF SHRUBS, TREES PERENNIAL BEDDING PLANTS AND OTHER LANDSCAPING PLANTS

2.1. MAINTENANCE OF BEDS AND THE MECHANICAL CONTROL OF WEEDS

All beds with plants and empty beds must be weeds free. Only mechanical control methods will be suitable control practice to eradicate weeds between bedding plants, trees, shrubs and other plants. The soil must be loosened to ensure better aeration and infiltration.

Empty beds shall be kept clean as well. All the papers, tins, plastics and other waste in the garden shall be kept under control on an ongoing basis. All the plants are to be kept in a neat and tidy condition at all times. No herbicides shall be applied as a means of controlling weeds in between plants.

2.2. PRUNING OF PLANTS

All pruning shall be done according to the seasons and plant species. Healthy plants are not to be cut, only on the instructions and in agreement with the site Manager.

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

2.2.1 Pruning of perennial bedding plants and shrubs

Bushes of perennial bedding plants and shrubs with vigorous growth shall be pruned to maintain good shape. This shall be carried out **every three months**.

2.2.2 Pruning of trees and palms

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

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

2.3 IRRIGATION

2.3.1 Bedding plants and shrubs

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

2.3.2 Trees

All trees and palms where present, shall be irrigated thoroughly two-three times weekly at regular intervals.

2.4 PEST & DISEASE CONTROL ON PLANTS

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

Should a contractor notice any type of pest/disease in the plants, they shall communicate with the site Manager and therefore agreement shall be made to control pests and suitable method of pest control shall be agreed on. Treatment of pests like; moles, harvester locusts and diseases like rust, e.t.c.

Chemical control of pest shall only be carried out by the contractor with a wide range of experience in the use of pesticides. Should the site Manager not approve the use of pesticide by the contractor, then the contractor shall appoint a registered pest control officer **in terms of fertilizer, farm feeds, Agricultural remedies and stock remedies Act no 36 of 1947** to do pest control. A contractor shall be responsible to pay a pest control contractor.

2.5 TRANSPLANTING OF BEDDING PLANTS AND SMALL SHRUBS

Some plants might require transplanting during the contract period. This shall be done only with the instruction of the Site Manager. This shall form part of the contract agreement and the quoted labour price. This shall not include any new plants to be purchased. Only plants removed from the similar premises for reasons like overgrowth shall form part of this agreement. This includes small plants like groundcovers, perennial bedding plants and small shrubs.

2.6 FERTILIZER APPLICATION ON PLANTS

Granular slow release fertilizer 2:1:2 / organic fertilizers shall be applied on plants at the rate of 50g per m². Fertilizer application shall be **every three (3) months**. Fertilizers shall be applied four (4) times during the contract period. Contractors are to ensure that plants are thoroughly watered after application of fertilizer.

D3. MAINTENANCE OF LAWNS AND GRASS

3.1 MOWING OF LAWNS

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

Lawn shall be cut to maximum height of 10-20mm. The blades shall be sharp enough to ensure professional cut. Ridges, uneven surfaces, lines on lawn, left clippings of lawns shall not be accepted on turf lawn.

3.1.1 Mowing frequency

From the **1st September to 30th April**: Lawn and grass shall be mowed twice **month**. From the **1st May to 31st August**: Lawn shall be mowed once monthly. The maximum number of times that Lawn/grass shall be mowed during the period of **twelve (12) months** is sixty six (66) **times**. A generally acceptable norm for the length of lawn is 10-20 mm. The lawn shall be cut with a lawn-mower equipped with a rotary cutter and grass box. Care shall be taken that the blades of the machine are kept sharp to ensure a professional cut.

3.1.2 Areas regarded as lawn

The contractor is expected to be familiar in terms of distinguishing lawn from grass. Where a misunderstanding arises, the Service Manager shall point out areas that are regarded as lawn as distinguished from the grass.

3.1.3 Time frame for lawn mowing

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

3.2 TRIMMING OF LAWN EDGES

Trimming of lawn shall be done at the same time with cutting of lawn. The equipment used to trim the lawn edges shall be limited to equipment ensuring even, neat, vertical edges. A line shall be used for the edging of all straight sections. Lawn edges shall be neatly trimmed every time lawns are mowed and shall have a neat appearance at all times

Contractors are to ensure that the spaces alongside existing beds, sidewalks or roads, are not widened accidentally. The mowed grassed area shall be maintained to the satisfaction of the site Manager.

3.3 IRRIGATION OF LAWNS

To ensure a good, healthy lawn, irrigation shall be done **two times** weekly at regular intervals, in addition to natural rainfall.

Care shall be taken that the moisture content of the soil is such that the lawns remain above wilting point. Garden hoses shall be used for irrigation. No watering will be necessary especially after heavy rain.

3.4 FIILLING UP OF LAWN PATCHES/DAMAGED LAWN

All the small spots of lawn damaged shall be filled with the same type and quality of lawn. Stolons or grass seeds can be used to achieve the required results. All the bare spaces shall be filled as soon as they are observed. This refers to small patches of less than 50cm².

3.5 BROAD LEAVES WEEDS CONTROL IN TURF LAWN

A selective herbicide shall be used to control dicotyledonous (broad leaved) weeds. A combination of mechanical and chemical control methods will achieve good results. The combination practice of weeds control shall be done **once every month**.

3.6 FERTILIZER APPLICATION ON LAWNS

Granular slow release fertilizer 2:1:2 / organic fertilizers shall be applied on lawn at the rate of 50g per m². Fertilizer application shall be **every three (3) months**. Fertilizers shall be applied eight (8) times during the contract period. Contractor to ensure that lawn is watered thoroughly prior and after application of fertilizer.

3.7 CUTTING OF FIELD GRASS

Grass shall be cut and the grass clippings shall be removed. Grass shall be cut to maximum height of 30mm. Sharp blades shall be used at all times to cut the grass. Lines of thick grass clippings shall be removed from site for fire safety reasons. From the **1st September to 30th April**: Grass shall be cut **twice monthly**. From the **1st May to 31st August**: Grass shall be cut **once monthly**. The maximum number of times that grass shall be cut during the period of Twelve (12) months is sixty six (66) times.

37.1 Areas regarded as Field grass.

The contractor is expected to be familiar in terms of distinguishing lawn from field grass. Where a misunderstanding arises, the Service Manager shall point out areas that are regarded as lawn as distinguished from the grass. Grass shall **not** be fertilised.

D4. MAINTENANCE OF HARD SURFACES AND OPEN SPACE

Hard surfaces shall be cleaned (swept). All the leaves, branches of vegetation, grass clippings and debris on the surface shall be raked/ swept and removed. Weeds on the surface shall be controlled by either chemical or mechanical methods. The use of herbicide to achieve the required results shall only be approved by the Service Manager. For a contractor to use herbicides, they shall be interviewed and must show that they have experience and large scale exposure in the use of herbicides.

Should a Project Manager be of the opinion that a contractor is not allowed to use herbicides and disapprove the use of herbicides, then mechanical control practice shall be applied or a contractor will have to appoint a registered pest control officer **in terms of fertilizer, farm feeds, Agricultural remedies and stock remedies Act no 36 of 1947** to do pest control. A contractor shall be responsible to pay a pest control contractor.

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

All the leaves from trees shall be raked and removed regularly. The raked leaves shall not be left in bags for more than three (3) days on site.

D5. MAINTENANCE OF THE VERGE

A distance of one (1) metre outside the fence/ perimeter of the enclosed grounds shall be maintained. The verge, sometimes referred to as the municipality territory shall form part of this contract. The quoted price for maintenance of grounds shall include application of herbicides where applicable.

D6. RUBBISH REMOVAL FROM THE SITE AND TRANSPORT

6.1 REFUSE REMOVAL

Service Provider shall remove all refuse generated from cleaning the garden. **No dumping shall be allowed on site.** All fees for the dumping of the refuse at the Municipal dumping grounds shall be included in the quoted price.

6.2 TRANSPORT COSTS

The service provider shall include in the transport costs; refuse removal to and from the municipal site, travel to and from the service site, transportation of labour personnel, materials and provision for meetings with the service manager. The quoted transport costs must cover the duration of the contract.

E. HEALTH AND SAFETY SPECIFICATION: INHOUSE CONTRACTS

1. BACKGROUND AND INTRODUCTION

The Construction Regulations were promulgated in July 2003, and form part of the Occupational Health and Safety Act (Act 85 of 1993).

The Construction Regulations (July 2004) require the client to prepare a health and safety specification for the construction work (**inclusive of garden services**), and give it to the Principal Contractor who has made a bid to perform construction work for the client. The Principal Contractor is then required to compile a health and safety plan based on the client's health and safety specification.

2. PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The primary purpose of the Health and Safety specification is to ensure that injuries and incidents are minimised during construction, and also to enhance compliance with the Act and its Regulations. The second purpose of the Health and Safety specification is to assist the Principal Contractor to determine during the tender stage, exactly where he should make an allowance in his rates for the compliance with the Act.

3. DEFINITIONS AND APPLICABLE LEGISLATION

The Occupational Health and Safety Act (Act 85 of 1993) and its Regulations and the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) are applicable to this project. All the definitions stated on these legislations are applicable to this document.

4. SCOPE OF APPLICATION

This health and safety specification shall be applicable to all in-house projects where the services of the Client's Agent have not been utilized.

5. PRICING FOR PRODUCING AND IMPLEMENTING THE HEALTH AND SAFETY PLAN DURING CONSTRUCTION

The Principal Contractor shall assess the safety measures of the health and safety specification that it will be required to meet during the contract period, and make allowance in the rates for implementation of all the safety measures on the project.

6. APPOINTMENT OF COMPETENT PERSONS

All the applicable competent persons (supervisors) shall be appointed in writing for all the particular activities that are applicable to the project.

7. RISK ASSESSMENT

The competent person appointed for this task by the Principal Contractor shall perform a risk assessment before the beginning and during the construction work (**inclusive of garden services**). The risk assessment shall include but not limited to:

- a) The identification of the risks and hazards to which persons may be exposed.
- b) The analysis and evaluation of the risks and hazards identified.
- c) A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
- d) A monitoring plan
- e) A review plan

The copy of the risk assessment shall be kept in a safety file on site, and shall be made available on site for inspection by the inspector, client's representatives, contractor and employees or employee representatives.

8. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 OF 1993)

The Service Provider shall furnish the Client with a copy of a proof that it is registered and in good standing with the compensation fund or with a licensed compensation insurer before construction work (inclusive of garden services) commences on site.

9. SAFETY STRUCTURES ON A WORKING OPERATIONAL SITE

a) Formation of Health and Safety Committee/s

The Service Provider shall form a Health and Safety Committee if it has employed more than 40 employees, and shall hold regular safety meetings. The Service Provider shall appoint a Safety Representative for every 20 employees on its employ.

b) Appointment of a qualified first aider

The Service Provider shall have a fully equipped first aid kit on site if it has more than 5 employees on site. If it has employed more than 10 employees on site, it should appoint a qualified first aider.

c) Recording and reporting of incidents on site

All incidents shall be reported in terms of Section 24 of the Act and the General Administrative Regulations. Moreover, the Service Provider shall report any incident that occurs on site to the responsible Project Manager of the client.

10. COPY OF THE ACT ON SITE

The Service Provider shall ensure that a copy of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Safety Regulations are kept in the safety file on site.

11. INDUCTION TRAINING AND TOOLBOX TALKS

The Service Provider shall carry out weekly toolbox talks/ info sessions with all of its employees, discussing the ways of mitigating the risks attached to the work they perform.

The Service Provider shall ensure that all its employees are given induction training prior to any task of work being carried out. The proof of such training and toolbox talks shall be kept on a register with all signatures of those employees who attended. The Service Provider shall provide the venue for the inductions or any training.

12. USE AND CONTROL OF PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT ON SITE

The Service Provider shall ensure that it provides appropriate and sufficient personal protective equipment and clothing to its employees on site. The Service Provider shall ensure that employees use the personal protective clothing and equipment at all times during the construction period. The type of personal protective clothing and equipment will be based on the hazards identified during the risks assessment. Safety clothing and equipment that may be necessary on certain sites can be goggles, visors, protective overalls, aprons, hard hats, safety boots, belts, harness, ear muffs, gloves, jackets etc.

13. WELFARE FACILITIES

The Client shall ensure that its employees have access to proper sanitary facilities, changing facilities for each sex, shelter for eating. The Facilities Regulations are applicable to this project.

14. PHYSICAL SITE REQUIREMENTS

The Service Provider shall adhere to the requirements laid under those items that will be applicable during operational sites.

(a) Housekeeping on Operational sites

The Service Provider shall ensure that it adheres to the following minimum housekeeping requirements during the construction period.

- Ensure that suitable housekeeping is being implemented continuously on site, providing for proper storage of materials and equipment and the removal of scrap and waste.
- Take steps to ensure that loose material is not allowed to accumulate so as to obstruct means of access to and egress from the workplace.
- Indicating the position of the first aid kit
- Indicating the position of the fire fighting equipment(where applicable)
- 'No Smoking signs' (where applicable)

15. CONCLUSION

The service provider is required to comply with all the requirements of this specification. Should it be discovered during the maintenance stage that the service provider does not comply, the client or the client's representative may stop the site operations until the deviation has been rectified. This specification is done in accordance with the South African Legislations and is therefore binding. Where there is contradiction between the OHS Act or its Regulations and this specification, the OHS Act or its Regulations will take precedence.



F. SCHEDULE OF QUANTITIES AND PRICES

INTRODUCTION

All items must be priced

A tariff must be inserted next to every item. Un-priced items will be taken as though the price has been worked in with another item. Tariffs must include all costs and adhere to the specifications. Tariffs shall include all the cost of labour, materials, tools to use, administrative costs, transport, **profit** and all other costs to render garden service for the duration of the contract.

Payments are calculated and paid according to quoted price.

Tariffs that are filled in, in this document, must be the tariffs per contract specifications. The monthly payment shall be calculated by the department by dividing the contract amount by the duration of contract.

"End of specifications"

PRICING SCHEDULE

G&S >R 2 000 < R 1 million

Bid/ Project Description: PROVISIONING OF 24 MONTHS GARDENING SERVICES AT MALUTI MAGISTRATE COURT.

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
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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
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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
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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:	PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS		
Tender / Quotation no:	MTHQ123/24	Reference no:	N/A

Date Bid Briefing Meeting: NONE

Time of Bid Briefing Meeting: [Subject]

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:	PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS		
Tender / Quotation no:	MTHQ123/24	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.		
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6.		
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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: MTHQ123/24

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.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ 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:	PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS		
Tender / Quotation no:	MTHQ123/24	Closing date: Monday, 24 February 2025	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 for 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	• 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	2	• 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	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	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE which is at least 51% owned by black youth	2	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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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.

.....SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....
.....

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.**

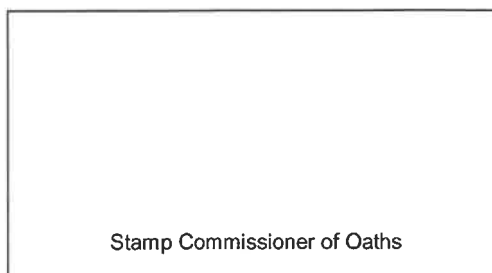
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

Stamp Commissioner of Oath

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: MTHQ123/24

BID/ PROJECT DESCRIPTION: PROVISIONING OF GARDENING SERVICE AT MALUTI MAGISTRATE FOR A PERIOD OF 24 MONTHS

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.

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5. Standards
6. Use of contract documents and information; inspection
7. Patent rights
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9. Inspections, tests and analysis
10. Packing
11. Delivery and documents
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23. Penalties
24. Termination for default
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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.