

Bid number: BL21/041

NOTE:

**Sasolburg Magistrate Office:
36 months Garden Maintenance Service
Contract.**

**THIS DOCUMENT
WILL BE SOLD AT A**

NON-REFUNDABLE

**DEPOSIT OF
R 100.00 CASH
PER SET**

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR GARDEN MAINTENANCE SERVICES

Project title:	<i>Sasolburg Magistrate Office: 36 Months Garden Service Contract</i>		
Bid no:	BL21/041		
Advertising date:	01 OCTOBER 2021	Closing date:	26 OCTOBER 2021
Closing time:	11H00	Validity period:	60 days

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

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
<input type="checkbox"/>	Compulsory site briefing as per attendance register
<input checked="" type="checkbox"/>	Provide proof of compliance with pre-qualification criteria by submitting a valid, original or certified copy of B-BBEE Certificate/ Sworn affidavit or DTI Certificate together with the bidding documents at closure

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

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships

<input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;
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This bid will be evaluated according to the preferential procurement model in the PPPFA:
(Tick applicable preference point scoring system)

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

Not: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	
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Functionality criteria:	Weighting factor:
N/A	N/A
Total	100 Points

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively



- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- ☐ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **18 president brand Street, Bloemfontein**. A non-refundable bid deposit of R **100.00** is payable, (Cash only) is required on collection of the bid documents.
- ☐ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at _____ on _____ starting at _____. Venue _____.

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Nozibele Nkentsha	Telephone no:	051 408 7345
Cell no:	N/A	Fax no:	N/A
E-mail:	nozibele.nkentsha@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:


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

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

All tenders must be submitted on the official forms –

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 20605 Bloemfontein 9301</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 233</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>18 President Brand Street NDPW Bloemfontein Ground Floor</p>
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COMPILED BY:

Nozibele Nkentsha		Chief Horticulturist	14 September 2021
Name of Project Leader	Signature	Capacity	Date

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)			
BID NUMBER:	BL21/041	CLOSING DATE:	26/10/2021
		CLOSING TIME:	11H00
DESCRIPTION	Sasolburg Magistrate Office: 36 Months Garden Maintenance Service Contract		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
BLOEMFONTEIN DEPARTMENT OF PUBLIC WORKS			
PRIVATE BAG X20605, BLOEMFONTEIN 9300			
OR POSTED TO:			
BLOEMFONTEIN DEPARTMENT OF PUBLIC WORKS			
18 PRESIDENT BRAND STREET, BLOEMFONTEIN 9300			
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:
<input type="checkbox"/> Yes		B-BBEE STATUS	<input type="checkbox"/> Yes
<input type="checkbox"/> No		LEVEL SWORN	<input type="checkbox"/> No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		AFFIDAVIT	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
		<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL APPLICABLE TAXES)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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.

¹ All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	Sasolburg Magistrate Office: 36 Month Garden Maintenance Services		
Project Leader:	N NKENTSHA	Bid / Quote no:	BL21/041

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

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

Bid Document Name:	Number of Pages:	Returnable document:
PA-32	2 Pages	<input type="checkbox"/>
PA-10	10 Pages	<input type="checkbox"/>
PA-11	4 Pages	<input type="checkbox"/>
PA 14	1 Page	
PA-15.1	2 Pages	<input type="checkbox"/>
PA-15.2	2 Pages	<input type="checkbox"/>
PA-15.3	3 Pages	<input type="checkbox"/>
PA-16	5 Pages	<input type="checkbox"/>
PA-29	4 Pages	<input type="checkbox"/>
PA-36	4 Pages	<input type="checkbox"/>
Annex C, D, E (Local Content Declaration - Summary Schedule)	3 Pages	<input type="checkbox"/>
PA-40	2 Pages	<input type="checkbox"/>
Annexure A - Special Conditions of Contract	Pages	<input type="checkbox"/>
ID Copies of all members / Individuals	Pages	<input type="checkbox"/>
Price Breakdown / Quotation / Bill of Quantities	Pages	<input type="checkbox"/>
Copy of Company Registration Certificate	Pages	<input type="checkbox"/>
Certified copy of SANAS Accredited Certificate or Sworn Affidavit confirming BBBEE status	Pages	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Name of Bidder	Signature	Date



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

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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 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....
.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	SASOLBURG MAGISTRATE OFFICE: 36 MONTHS GARDEN MAINTENANCE SERVICE CONTRACT		
Bid no:	BL21/041	Reference no:	6747/0053/8/14

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.



PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Clothing	100 %
Footwear	100 %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

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

IN RESPECT OF BID NO. BL21/041- Sasolburg Magistrate Office: 36 Months Garden Services

ISSUED BY: (Procurement Authority / Name of Institution): National Department of Public Works and Infrastructure

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THIS FORM NEEDS TO BE COMPLETED AND SIGNED

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

Tender No.	BL21/041
Tender description:	Rendering of Garden services at Sasolburg Magistrate Office
Designated product(s)	Clothing and Footwear
Tender Authority:	Department of Public Works & Infrastructure
Tendering Entity name:	
Tender Exchange Rate:	
Specified local content %	100%

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

GAP

FU

Note: VAT to be excluded from all calculations

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
18			
9			

Calculation of local content				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content
(C8)	(C9)	(C10)	(C11)	(C12)
1	Clothing			
2	Footwear			
3				
5				
6				
8				

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
18			
9			

Calculation of local content				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content
(C8)	(C9)	(C10)	(C11)	(C12)
1	Clothing			
2	Footwear			
3				
5				
6				
8				

Signature of tenderer from Annex B

Date:

(C20) Total tender value R
(C21) Total Exempt imported content R
(C22) Total Tender value net of exempt imported content R
(C23) Total Imported content R
(C24) Total local content R
(C25) Average local content % of tender

(D1)	Tender No.	BL21/041
(D2)	Tender description:	Rendering of Garden services at Sasolburg Magistrate Office
(D3)	Designated Products:	Clothing and Footwear
(D4)	Tender Authority:	Department of Public Works & Infrastructure
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU

--

GBP

Calculation of imported content

(D19) Total exempt imported value

This total must correspond with
Annex C: C21

Calculation of imported content

(D32) Total imported value by tenderer

Calculation of imported content

(D45) Total imported value by 3rd party

Calculation of foreign currency payments

Summary of Payments

Local value of
payments

(051)

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

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

This total must correspond with
Annex C - C23

Signature of tenderer from Annex B

Date: _____

(E1)	Tender No.	BL21/041
(E2)	Tender description:	Rendering of Garden services at Sasolburg Magistrate Office
(E3)	Designated products:	Clothing and Footwear
(E4)	Tender Authority:	Department of Public Works & Infrastructure
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

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

This total must correspond with Annex C - C24

Date: _____



PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT¹

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 (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

Garden Maintenance

SASOLBURG Magistrate Office

SPECIFICATIONS:**General maintenance & routine gardening at SASOLBURG
Magistrate Office****A. GENERAL****1. SPECIFICATIONS**

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

2. SCOPE OF CONTRACT

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

3. BREACH OF CONTRACT

In the event of breach by the contractor of any of the terms and conditions of this contract and in the event that the contractor fails to remedy such breach within **five (5) working days** after receiving written notice from the department to do so, the department shall without prejudice to any rights that it may have be entitled to exercise all or any of the following rights:

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

4. LIMITATION / TERMINATION OF CONTRACT

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

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

5. PAYMENT

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

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

6. INDEMNITY

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

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

7. INSURANCE

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

- 7.1 Motor vehicle liability mentioning the registration numbers of vehicles concerned.
- 7.2 Fire risk cover with regard to machinery and equipment that are used in the execution of the contract.
- 7.3 SRIA cover (riot cover) for motor vehicles, machinery and other equipment/property that will be used in the execution of the contract.
- 7.4 The premiums must be paid and proof thereof must be submitted to the department within 10 weeks of acceptance of your quotation.

Proof must also be supplied that the contractor complies with the conditions of the following acts:

- 7.5 Compensation for Occupational Injuries and Disease Act, no 130 of 1993 (refer to Addendum A)
- 7.6 Employment Insurance Act, no 63 of 2001.
- 7.7 Occupational Health and Safety Act, no 85 of 1993.

8. ADDITIONAL TENDER CONDITIONS

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

9. EXECUTION OF THE WORK

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

10. CLERK OF WORKS

The ASD: Horticulture will act as a Clerk of Works, who will administer this agreement according to the conditions and who will act on the behalf of the Department. The contractor will have the right to appeal to the Regional Manager: Public Works, personally with regard to any dispute. The decision of the Regional Manager will be final and binding to the Department Public Works and the contractor.

11. CESSION OF AGREEMENT

The contractor undertakes to not cede this agreement to a third party.

12. WRITTEN INSTRUCTIONS AND FEEDBACK

All instructions of the department will be given by the Clerk of Works on site or in writing. No other instruction will be considered as instruction by the department.

The contractor will be expected to submit an inspection list monthly and site meetings will be scheduled as the need occur. This will be arranged by the Clerk of Works.

13. WORKMANSHIP

All the work must be carried out according to the best approved horticultural practices and must be on a standard to the satisfaction of the Department.

Specifications not applicable to this service have been deleted by the ASD: Horticulture and accompanied by his / her signature.

14. IMPLIMENTS AND EQUIPMENT

The contractor is expected to supply all labour, material, workmanship, garden tools, equipment, implements and machinery; everything which is or may be necessary for the entire completion of the work in accordance with the Department of Public Works standards.

A list of the minimum tools and equipment that **MUST** be on site from the commencement date of the contract and be always available for the whole duration of the contract, is itemized in item 1.4.5 (Technical section – page 6)

It may be requested by the Department that the machinery be inspected by the Department.

15. COMPLIANCE WITH MINIMUM LABOUR RATES

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

16. RISK ASSESSMENT

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

SASOLBURG Magistrate Office

Signature:

B. TECHNICAL SECTION

1.1 TENDER CONDITIONS

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

1.2 WORK SITE

The work site is the **SASOLBURG Magistrate Office**.

1.3 SERVICES

The following services must be rendered on the work site:

- 1.3.1 Maintenance of lawn areas.
- 1.3.2 Maintenance of shrubs, roses, perennial plants, tuberous plants and trees.
- 1.3.3 Maintenance of annual seedlings. (Where applicable)
- 1.3.4 Maintenance of trees.
- 1.3.5 Cleaning of roads, footpaths and paved areas.
- 1.3.6 Pest control
- 1.3.7 Picking up of rubble in and around the office terrain and periodic cleaning of rubbish bins.
- ~~1.3.8 Fire belts (Where applicable)~~
- 1.3.9 General responsibility regarding maintenance.

1.4 MATERIAL

The contractor must supply the following:

- 1.4.1 Labour as per requirement stipulated on the Price Breakdown (page 16)
- 1.4.2 The gardeners will be issued with the following protective clothing from the first month of employment:
 - Two sets of branded overalls per annum. (SABS approved)
 - One pair of protective shoes per annum. (SABS approved)
 - One pair of water boots for the duration of the contract. (SABS approved)
- 1.4.3 Chemicals for the control of pests and weeds
- 1.4.4 ~~All fertilizers (water restrictions permitting and only paid quarterly once applied)~~
- 1.4.5 Summer / winter annual seedlings as shown on site. (Where applicable)
- 1.4.6 Machinery and all garden equipment needed to execute the work. The minimum tools needed on site will be:
 - Electric Lawnmower 3000Watt +
 - Electric edge trimmer 1200Watt +
 - Steel Garden fork (one per worker)
 - Steel Garden Spade (one per worker)
 - Steel Garden Rake (one per worker)
 - Leaf rake (replace every 8 weeks or as required)
 - Secateurs
 - 4 x 30m garden hose pipe, complete with fittings for tape, hose and sprinklers.
 - Wheelbarrow (at least two)
 - Hard Brooms for sweeping paved areas
 - Bags for refuse collection (required monthly)

SASOLBURG Magistrate Office

Signature:

2. MAINTENANCE OF THE SITE

2.1 Maintenance of the lawn areas

2.1.1 Mowing of lawns

- 2.1.1.1 The grass must be cut with a lawnmower to a constant height of 30mm. (weekly summer/ monthly winter)
- 2.1.1.2 The lawnmower must be fitted with a grass box.
- 2.1.1.3 Uneven mowing must be avoided.
- 2.1.1.4 The edges of the lawns as well as around obstructions must be cut with a mechanical edge cutter (nylon line type) to a constant height of 50mm.
- 2.1.1.5 No edges are to be cut using a spade.
- 2.1.1.6 If any lawn area appears shaved or uneven due to incorrect cutting, the contractor will be responsible to re-grade the area to the correct levels.
- 2.1.1.7 All grass cuttings must be collected and removed at the end of each day to a central point as determined by the Clerk of Works.
- 2.1.1 Mowing of lawns (cont)
- 2.1.1.8 Care must be taken that no trees, fences, etcetera are damaged during the mowing of the grass.
- 2.1.1.9 Veld grass must be kept to a constant height between 100mm – 200mm.
- 2.1.1.10 All refuse accumulated during mowing of the lawns must be removed from site weekly.

2.1.2 Weeding

- 2.1.2.1 All lawn areas must be kept free of weeds at all times. Constant checking and eradication of weeds is to be undertaken.
- 2.1.2.2 Hand weeding is to be carried out on a regular basis and all root growth must be removed.
- 2.1.2.3 Broad leave weeds are to be controlled utilizing the correct herbicides.
- 2.1.2.4 Herbicides to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person.
- 2.1.2.5 The application of herbicides must be done in consultation with the Clerk of Works.
- 2.1.2.6 All refuse accumulated during weeding of the lawns, must be removed from site daily.

2.1.3 Irrigation

- 2.1.3.1 Under no circumstances may water be wasted.
- 2.1.3.2 All areas of planted lawn are to receive a minimum of 25mm per week in summer and 25mm per month in winter.
- 2.1.3.3 The contractor is responsible for supplying own hoses and sprinklers, where there's no sprinkler system.
- 2.1.3.4 The operation of electronic irrigation control boards will be checked monthly and any malfunctions must be reported to the department.
- 2.1.3.5 Spray heads and sprinklers will be checked monthly and any malfunctions must be reported to the department.
- 2.1.3.6 All repairs to installed irrigation networks are done by the contractor with irrigation material supplied by the Department.

2.1.4 Application of fertilizer (Provided by the Departmental representative)

- 2.1.4.1 All planted lawns must receive fertilizer five times during the growing season.
- 2.1.4.2 The first application takes place during September and the remaining four applications take place six weeks apart with the last application during March.
- 2.1.4.3 The first application will be 3:2:1(28) SR at a rate of 45g/m²
- 2.1.4.4 The second application will be 2:3:2 at a rate of 45g/m²
- 2.1.4.5 The three remaining applications will be LAN at a rate of 20g/m²
- 2.1.4.6 After fertilization, all areas must be watered thoroughly to avoid any possibility of burning.

2.1.5 Spring treatment of lawns

- 2.1.5.1 During September the grass matt must be removed by either using a scarifier and / or the grass must be cut as specified in paragraph 2.1.5.2.
 2.1.5.2 The grass must be cut back to 10mm above soil level.
 2.1.5.3 Apply the fertilizer stated in (2.1.4) for September and water the lawn thoroughly.

2.2 Maintenance of areas with shrubs, roses, perennial and tuberous plants

2.2.1 Pruning

- 2.2.1.1 General pruning is to be carried out throughout the year.
 2.2.1.2 Roses shall be pruned the last week in July / first week in August according to correct horticultural practices.
 2.2.1.3 Shrubs will be pruned as directed by the Clerk of Works.
 2.2.1.4 Judiciously remove dead and excessive material, in particular the dead flowers and leaves of the roses, perennial and tuberous plants.
 2.2.1.5 All refuse generated during pruning must be removed at the end of each day to a central point on the site as determined by the Clerk of Works.
 2.2.1.6 All refuse accumulated after pruning, must be removed from site weekly.

2.2.2 Weeding and cultivation

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

2.2.3 Irrigation

- 2.2.3.1 Under no circumstances may water be wasted.
 2.2.3.2 All areas of shrubs, perennial and tuberous plants are to receive a minimum of 25mm water per week in summer and 25mm per month in winter.
 2.2.3.3 The Contractor is responsible for watering with his own hoses and sprinklers where there is no sprinkler system.
 2.2.3.4 The operation of electronic irrigation control boards will be checked monthly and any malfunctions must be reported to the department.
 2.2.3.5 Spray heads and sprinklers will be checked monthly and any malfunctions must be reported to the department.
 2.2.3.6 All repair work to installed irrigation networks are done by the contractor with irrigation material supplied by the Department.

2.2.4 Application of fertilizer (Excluding roses – provided by Departmental representative)

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

~~2.2.5 Application of fertilizer for rose beds (payable quarterly with proof of fertilizer applied on site)~~

- ~~2.2.5.1 Roses must be fertilized with 2:3:2 directly after pruning at a rate of 60g/m².
 2.2.5.2 Roses must be fertilized every six weeks with 8:1:5(SR) alternating with a foliar fertilizer, containing micro elements. (E.g. Multifeed ®)~~

2.2.6 Mulching of beds

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

2.3 Maintenance of Annual seedlings

2.3.1 Planting of seedlings

- 2.3.1.1 Quality seedlings are to be provided by the contractor at his expense and all existing seedlings beds as shown out on site, will be fully planted.
- 2.3.1.2 Before planting, the beds must be aerated and well matured; weed free compost (30dm³ / m²) must be worked in to a depth of 250mm.
- 2.3.1.3 Fertilize flower beds with 3:1:5 (31) (50g/m²) together with the above mentioned action.
- 2.3.1.4 Before the planting of seedlings, a proper presentation must be given to the ASD: Horticulture for approval.
- 2.3.1.5 Summer seedlings must be planted no later than end October.
- 2.3.1.6 Winter seedlings must be planted no later than end April.
- 2.3.1.7 Young seedlings will be pinched (flowers broken out) for the first two times it carry flowers, thereafter it will be left to flower.
- 2.3.1.8 Old flowers must be cut out on an ongoing basis to ensure new flowers all the time.

2.3.2 Weeding

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

2.3.3 Irrigation

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

2.3.4 Fertilization (payable quarterly with proof of fertilizer applied on site)

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

2.4 Maintenance of trees

2.4.1 Pruning and removal of trees

- 2.4.1.1 All dead and undesired branches as well as dead and undesired trees must be removed as instructed by the Clerk of Works.
- 2.4.1.2 The material must be removed daily to a central point as pointed out by the Clerk of Works and removed from site weekly.

2.4.2 Weeding and cultivation

- 2.4.2.1 The water basins around new trees are to be kept free of weeds and grass at all times.
- 2.4.2.2 Mature trees from stem size 75mm in diameter and larger do not require water basins.
- 2.4.2.3 The Department will plant new trees and supply the supports.
- 2.4.2.4 Under no circumstances may a mechanical edge cutter (nylon line type) be used around the base of trees with a tree guard. Any tree damaged in this manner due to negligence will have to be replaced by the Contractor at his expense.
- 2.4.2.5 All the weeds and grass that have been removed from the water basins must removed daily to a central point on the site as determined by the Clerk of Works.

- 2.4.3 Irrigation
- 2.4.3.1 All trees with water basins must be watered once per week until the end of May and then once per month until the end of August.
- 2.4.3.2 The Contractor will provide the irrigation material to water the trees.
- 2.4.4 Application of fertilizer (provided by Departmental representative)
- 2.4.4.1 All trees with water basins must be fertilized.
- 2.4.4.2 Type 2:3:2 (22) Zn is to be applied at a rate of 100g per tree during August, October and January.
- 2.4.4.3 Type LAN is to be supplied at a rate of 50g per tree during August, October and January.
- 2.4.4.4 After fertilization, all trees are to be watered thoroughly.
- 2.5 Cleaning of roads, footpaths, storm water canals and paved areas
- 2.5.1 Weeding and sweeping
- 2.5.1.1 All roads, footpaths and paved areas must be kept free of weeds and grass.
- 2.5.1.2 The weeds/grass must be hoed out or destroyed by careful application of approved and selected herbicides.
- 2.5.1.3 The application of herbicides must be done in consultation with the Clerk of Works.
- 2.5.1.4 All the material that has been hoed out and swept together must be removed daily to a central point on the site as determined by the Clerk of Works.
- 2.5.1.5 After lawn areas are cut, all loose grass that has fallen on the roads, footpaths and paved areas must be removed immediately.
- 2.6 Pest control
- 2.6.1 The Contractor is to monitor pests constantly and to treat accordingly as and when required.
- 2.6.2 Natural approved organic pesticides may also be used.
- 2.6.3 The application of pesticides must be done in consultation with the Clerk of Works.
- 2.6.4 Pesticides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person.
- 2.7 Removal of rubble and cleaning of rubbish bins.
- 2.7.1 Leaf litter removal
- 2.7.1.1 All leaves, seeds etcetera of the trees and shrubs on the planted lawns, roads, footpaths and paved areas must be removed on a weekly basis.
- 2.7.1.2 All refuse is to be removed from garden areas at the end of each day to a central point on the site as determined by the Clerk of Works and removed from site weekly.
- 2.7.2 Litter and rubbish collection
- 2.7.2.1 The Contractor is responsible for the daily collection of litter and rubbish on the site as well as from existing rubbish bins.
- 2.7.2.2 All litter and rubbish is to be removed to a central point on the site as determined by the Clerk of Works.
- 2.8 Fire belts
- ~~2.8.1 During May existing fire belts are cleared to a width of 3m of all organic material.~~
- ~~2.8.2 Overhanging branches are cut back and the material must be removed from terrain immediately.~~

2.9 General responsibilities

- 2.9.1 The Contractor will be responsible for ensuring that all areas of planting receive the amount of water specified herein. (Taking into account the type and extent of irrigation presently on site and the expected rainfall.)
- 2.9.2 Where drought conditions exist, the Contractor has to apply as much water as restrictions allow.
- 2.9.3 Government property will be respected and damage caused by the contractor or his / her personnel will be reported to the Regional Manager immediately. If negligence can be proved, the cost of repair will be for the contractor's account.
- 2.9.4 The contractor's personnel will not be a disturbance on the terrain and must be identified by the uniforms, as stated in item 1.4.2.
- 2.9.5 When available, restrooms and storerooms may be utilized by the contractor and his personnel. These facilities will be kept neat, tidy and securely locked at all times.
- 2.9.6 Water and electricity will be consumed optimally without wastage and only for the purpose of maintaining the terrain.

PLEASE NOTE:

- 2.9.7 The contractor will supply the department with a certified copy of the gardener's Identity Document as well as a signed employment contract and proof of UIF registration by the end of the first month of services rendered.
- 2.9.8 The contractor will ensure the gardener(s) are compensated monthly on a specific date, as agreed upon in the employment contract.
- 2.9.9 The gardener will be paid the minimum wages or more, as tabled annually by the Department of Labour for general workers working in public areas or as prescribed by the Department of Labour.
- 2.10 Service Level Agreement
- 2.10.1 The contractor will sign a service level agreement with the Department and client user department at the commencement date of this contract.
- 2.10.2 This Service Level Agreement will serve as a summary of this contract requirements and a guidance tool for the daily operation of this contract and will be read in conjunction of the specifications and GCC contract and used as a contract management tool for the duration of the contract.
- 2.10.3 In the event that the contractor is in default with the contract specifications, the service level agreement will be used as part of the corrective measures applied to either rectify the defects or as supporting proof that the contract is in Mora or may be terminated.

SCHEDULE: GARDEN MAINTENANCE

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<u>Lawn areas</u>													
Mowing	4	4	4	4	4	1	1	2	4	4	4	4	40
Edging	4	4	4	4	4	1	1	2	4	4	4	4	40
Removing of grass cuttings	Daily after grass has been cut												
Weeding and removing refuse	Must be kept free of weeds at all times												
Irrigation	During summer 25mm/week and during winter 25mm/month												
Fertilizers									1				1
3:2:1 (28) SR @ 45g/m ²										1			1
2:3:2 @ 45g/m ²													
LAN @ 20g/m ²	1		1									1	3
Filling of soil	As required												
Spring treatment									1				1
<u>Shrubs, perennial and tuberous plants</u>													
Pruning and removal of refuse (See paragraph 2.2 of specifications for roses)	1	1	1	1	1	1	1	1	1	1	1	1	12
Weeding, cultivation and removal of refuse	1	1	1	1	1	1	1	1	1	1	1	1	12
Irrigation	During summer 25mm / week and winter 25mm / month												
Fertilizer 3:1:5 @ 60g/m ² (See paragraph 2.2 of specifications for roses)	1									1			2
Mulching of beds	1					1				1			3

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Signature:

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Des	Total
<u>Annual seedlings</u>			1						1				2
Bed preparation				1						1			2
Planting of seedlings													
Weeding													
Irrigation													
Fertilizer													
3:1:5 (31) @ 50g/m ²			1						1				2
Multifeed	1	1	1	1	1	1	1	1	1	1	1	1	12
Nitrosol	1	1	1	1	1	1	1	1	1	1	1	1	12
<u>Trees</u>													
Pruning and removal of dead trees as well as removal of refuse	1		1		1		1		1		1		6
Weeding, cultivation and removal of refuse													
Irrigation													
Fertilizer													
2:3:2 (22)Zn @ 100g/tree	5	4	4	5	4	1	1	1	4	5	4	5	43
LAN @ 50g/tree	1							1		1			3
	1							1		1			3
<u>Roads, footpaths, paved areas and storm water canals</u>													
Weeding and removal of refuse on footpaths and paved areas	4	4	4	4	4	4	4	4	4	4	4	4	48
Sweeping and removal of refuse													
<u>Pest control</u>													
Removal of rubble and cleaning of rubbish bins													
Leaf litter													
Litter and rubbish collection													
Fire bells					1								1

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Signature:

PARTICULARS OF BIDDER'S PROJECTS / EXPERIENCE

Note: The bidder is required to complete the following particulars and to attach additional pages if more space is required. This information is required in order to determine the bidder's previous experience in garden maintenance services. Failure to complete the needed information will have a negative impact on the bidder's functionality score and might result in disqualification for further consideration.

Current projects:

Description	Reference Name	Reference contact tel/hr	Project sum	Commencement date	Completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

SASOLBURG Magistrate Office

Signature:

Previous projects:

Description	Reference Name	Reference contact telnr	Project sum	Commencement date	Completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

I hereby declare that the above information is a true reflection of previous contracts/experience of this firm.

Name of Bidder	Signature	Date

SASOLBURG Magistrate Office

Signature:

PRICE BREAKDOWN

PLEASE NOTE: This portion **MUST** be completed and returned with the bid offer documentation in order for the Department to execute a risk assessment on the bid offer.

The terrain area is just an indication and contractors must ensure that the amount of work is taken into consideration when labour cost is calculated.

LABOUR COST: Minimum labour cost must be according to the stipulated rate as determined by the Department of Labour. (www.labour.gov.za)

NB: Labour rate increases annually as per Parliament's instruction.

MATERIAL COST: Specify the material, tools, equipment as well as maintenance on equipment. (Include separate breakdown if more space is needed)

TRANSPORT: Specify the allowance of transport cost.

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

TERRAIN AREA: ± 9 000 m² (Estimate -as per DPW-database)

NORM: 1 full time employee/3 000m²

MINIMUM WORKERS NEEDED: Three full time workers

Item	Item price	Monthly
Labour cost		
_____ gardeners		
Material cost (List items below)		
Pesticides / Herbicides		
Seedlings / Plants		
Refuse bags / rubble removal cost		
Tools, equipment and maintenance thereof		
Other expenses (UIF, COIDA, Relief worker, protective wear, etc)		
Transport		
_____ km		
Overheads / Profit		
VAT 15% (if VAT registered)		
Total monthly cost		
Total bid offer cost (Monthly cost x 36 months)		

SASOLBURG Magistrate Office

Signature:

LIST OF RESOURCES

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

Contractor		Physical Address	
Telephone			

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

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

Other garden tools currently owned by contractor (specify)	Quantity

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

Initials and Surname

Date

Signature

SASOLBURG Magistrate Office

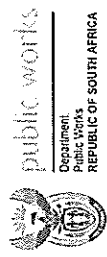
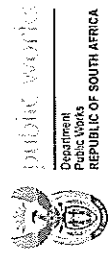
Signature:

NATIONAL DEPARTMENT OF PUBLIC WORKS

THE IMPLEMENTATION OF EPWP IN CLEANING AND GARDENING PROJECTS

EPWP SCOPE OF WORK

BLOEMFONTEIN REGIONAL OFFICE



TERMINOLOGY	2
1. GENERAL	5
2. RECRUITMENT OF EPWP PARTICIPANTS	6
3. ADHERENCE TO THE EPWP MINIMUM WAGE	6
4. EPWP RECORDS	6
5. SUBMISSION OF EPWP DATA	6
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TERMINOLOGY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL

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

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

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

2. RECRUITMENT

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

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

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

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

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

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

2.2.5. The following category of people must be targeted:

- 2.2.5.1. Women (55%)
- 2.2.5.2. Youth and (55%)
- 2.2.5.3. People with disability (2%)

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

3. ADHERENCE TO THE MINIMUM WAGE

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

4. EPWP RECORDS

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

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

5. SUBMISSION OF EPWP DATA

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

6. SUPERVISION

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

7. PROTECTIVE CLOTHING

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

EPWP CONTACT DETAILS

Department: National Department of Public Works

Office: Bloemfontein Region

Address: 18 President Brand Street, Bloemfontein 9300

EPWP Programme Manager Tel: 051 408 7320

EPWP Environment Sector Manager Tel: 051 408 7323



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ADDENDUM

Health and Safety Specifications

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is suggested that the entire scope of the Labor legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this argument is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. It is reiterated that environmental management cannot be disregarded.

*In terms of Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project Gardening Services and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and may change even on a daily basis. Therefore, due caution is to be taken when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to determine any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the Risk Assessment.

1. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

- 1.1 The Health and Safety Specifications pertaining to the project; (gardening services. etc.), cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Department pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project.

2. PURPOSE

2.1 The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

2.2 The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

It must be ensured that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

3. DEFINITIONS

“Purpose of the Act” –NB: This information below shall be read with the new Construction Regulations

3.1 To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –Means any person who acts as a representative for a client;

“Client” –Means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;



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“Contractor” –means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” –means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” –means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

4. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

4.1 Structure and Organization of OH&S Responsibilities

4.1.1 Overall Supervision and Responsibility for OH&S

* The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan.

* The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose.

* All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

4.1.2 Required appointments as per the Construction Regulations:-

Regulation	Appointment	Responsible Person
3. 4(1)(c)	4. Principal contractor for each phase or project	5. Client
6. 5(3)(b)	7. Contractor	8. Principal Contractor
9. 5(11)	10. Contractor	11. Contractor
12. 6(1)	13. Construction supervisor	14. Contractor
15. 6(2)	16. Construction supervisor sub-ordinates	17. Contractor
18. 6(6)	19. Construction Safety Officer	20. Contractor
21. 7(1)	22. Person to carry out risk assessment	23. Contractor
24. 7(4)	25. Trainer/Instructor	26. Contractor
27. 10 (a)	28. Formwork & support work supervisor	29. Contractor
30. 10(e) + (f)	31. Formwork & support work examiner	32. Contractor
33. 11(1)	34. Excavation supervisor	35. Contractor
36. 11(3)(b)(ii)(b)	37. Professional engineer or technologist	38. Contractor
39. 11(3)(k)	40. Explosives expert	41. Contractor
42. 12(1)	43. Supervisor demolition work	44. Contractor
45. 12(2) + (3)	46. Demolition expert	47. Contractor
48. 14(2)	49. Scaffold supervisor	50. Contractor
51. 15(8)(c)	52. Suspended platform expert	53. Contractor
54. 21(1)(d)(i)	55. Construction vehicle and mobile plant operator	56. Contractor
57. 21(1)(j)	58. Construction vehicle and mobile plant inspector	59. Contractor
60. 22(d)	61. Temporary electrical installations inspector	62. Contractor
63. 22 (e)	64. Temporary electrical installations controller	65. Contractor
66. 26 (a)	67. Stacking and storage supervisor	68. Contractor
69. 27 (h)	70. Fire equipment inspector	71. Contractor

5. RESPONSIBILITIES

5.1 Client

5.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

5.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.



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5.2 Principal Contractor

5.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labor of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

6. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client, ensure that the Health and Safety shall be on site within 21 days after site handover and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

For any enquiries regarding please contact the NDPW Safety Officers

1. Ms. N.W Phungula 082-990-9004
3. Mr. K.E Nkuna 079-699-2114



OCCUPATIONAL HEALTH AND SAFETY COVID 19 SPECIFICATION FOR CONSTRUCTION SITE

1. Introduction

This document specify measures that contractors appointed by the Department of Public Works and Infrastructure should apply to actively mitigate the spread of corona virus (Covid-19) in line with the gazetted regulations by the Department of Labour and Employment and Department of Health including Occupational Health and Safety Protocols and guidelines of the Department of Public Works and Infrastructure

This was also prepared to provide the principle contractors and sub-contractors with health and safety requirements pertaining to associated construction work on DPWI construction sites respectively as required by Construction Regulations, 2014 of Occupational Health and Safety Act, Act 85 of 1993

All contractors should comply with all legislation, directive and guidelines governing workplaces in relation to Covid-19 including Occupational Health and Safety Act, Act 85 of 1993, Hazardous Biological Agents Regulation, particularly section 8(1) of the Act.

1.1. Responsibilities of Principle Contractors and Sub-contractors regarding Covid-19

All Principal Contractors and sub-contractors appointed by the Department of Public Works and Infrastructure are required to prepare a Health and Safety Plan based on COVID-19 Health and Safety Specification and Department of Labour guidelines, which shall be applicable from the date of commencement of and for the duration of the construction work (Construction Regulation 5 (1). This documented plan must be based on a HIRA (Hazards Identification and Risk Assessment) which will serve to identify the hazards, and their associated risks, anticipation for the scope of work

These Health and Safety plan for Covid-19 should be incorporated to the construction Health and safety plan and be approved Department of Public works and infrastructure or the appointed OHS Agent for that construction project.

Principle contractor must appoint Covid-19 compliance officer responsible to ensure compliance of covid-19 measures adherence, make available screening devices isolation room, PPE and sanitisers for everyone on construction sites.

1.2. Covid-19 Compliance Officer's Responsibilities

The appointment of Compliance Office responsibility

- ✓ Ensure that everyone is scanned for temperature before the shift
- ✓ Everyone maintain social distances of at least 1.5 meters from each other.
- ✓ Ensure that visitors are also screened for symptoms upon entering the site
- ✓ Enforce the use of facial masks, to be worn at all times.
- ✓ To take body temperature in the morning and record the reading in the checklist and file it in the COVID-19 File.
- ✓ Include COVID-19 information during awareness training
- ✓ Ensure he or she updated with updated regulations
- ✓ Workspace and Offices to be disinfected or sanitized in the morning and after Lunch complete the checklist
- ✓ To liaise with Department of Health when reporting a case of COVID-19.

1.3. Covid-19 OHS measure on construction sites

Principal Contractor/sub-contractors and all employees under their control, including visitors and professional team on site must adhere to the following as required by the covid-19 regulations for department of labour

- Temperature screening
- Wear face cloth mask at all time while on site, mask must be wash daily
- Personal hygiene be maintained
- Sanitize hands
- COVID-19 Posters and Notices must be available on site and be updated when there is updates.
- Sanitize the tools that will be use daily in the morning, when used by other employee and taking back to the storeroom or container for storage after work.
- Keep social distancing of at least 1.5 meters at all time including lunch time
- Employee who found to have temperature more than 38 Degrees Celsius be isolated immediately and covid-19 compliance officer must notify the Department of Health.
- The number for Department of Health be displayed on site office and all common areas

2. Procedures and records

All mandatory COVID-19 documentation and records for the construction work, shall be kept in the COVID-19 file (C19 OHS), which will always be accessible on site. The Safety Officer and appointed covid-19 Compliance Officer shall be responsible for the file on site and the Site Manager shall ensure that documentations are valid and up to date. The procedures to be used for the project are to be in accordance with contractor policy and as per the outcome of the HIRA exercise. The following should be minimum contents of the covid-19 OHS file:

- COVID -19 Policy
- Health & Safety plans, specifications
- Appointment (Compliance Officer)
- COVID-19 Case procedure of reporting
- Inspection checklist
- Risk assessments

2.1. Health and safety plan

The Covid-19 Health and Safety must indicate the following:

- How employees will be safe on site and what preventative measure will be undertaken by the employer
- Employer must take measures to-
- How will screening of anyone onsite be conducted at the time that they report to work or inspection or meetings, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath and loss of smell
- The commitment from the employer and employees
- How will the readings for every employee's body temperature be recorded.
- What measure will be taken to ensure the work is done safe without anyone contracting the virus during the duration of project.
- What measures that be taken to safeguards the safety of visitors and stakeholders entering the site
- How will social distancing be observed on site
- How will isolation of employee who might have symptoms of virus be done on site.
- How will exchange of tools and sanitization be done on site
- Prove of training and induction of everyone on site with regard to Covid-19