

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF GARDENING SERVICES FOR A PERIOD OF TWENTY FOUR MONTHS

Project title:	UITENHAGE MAGISTRATE'S OFFICE: PROVISION OF HORTICULTURAL MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS
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Bid no:	PEHQ06/2022		
Advertising date:	04/11/2022	Closing date:	15/11/2022
Closing time:	11:00 AM	Validity period:	30 days

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

1.	☒	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	☒	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	☐	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	☒	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	☐	Registration on National Treasury's Central Supplier Database (CSD)
6.	☒	Compliance with Pre-qualification criteria for Preferential Procurement
7.	☒	Use of correction fluid is prohibited
8.	☒	Bidders should initial next to each and every corrections made on DPW-07 and BOQ
9.	☒	Submission of fully completed sworn affidavit OR submit a valid BBBEE certificate
10.	☒	The Basic salary - hourly rate per ground man must not be less than that published in terms Sectorial Determination 1: Contract Cleaners of South Africa as at the closing date of the bid for the close relevant area
11.	☐	Specify other responsiveness criteria

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	☐	Submission of (PA-29): Certificate of Independent Bid Determination.
5	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
6	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
8	☒	Submit a valid certified letter of good standing issued by the Department of Labour (COIDA) within 21 days upon receipt of appointment letter. pecify other responsiveness criteria
9	☒	Submit a Valid UIF compliance certificate or letter within 21 days upon receipt of appointment letter.
10	☒	Bidders must submit proof of valid Public Liability Insurance of at least Rxxxx within 21 days upon receipt of appointment letter

11	☐	Specify other responsiveness criteria
12	☐	Specify other responsiveness criteria

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

☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☐ Level 2 or ☐ Level 3
☐	An EME or QSE
☐	A tenderer subcontracting a minimum of 30% to: ☐ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans ☐ An EME or QSE;

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

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ 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.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	0
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Functionality criteria:	Weighting factor:
N/A	

Total	100 Points
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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 BBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address CNR OF HANCOCK & REBERT STREET GQEBERHA (P.E), EBEN DONGES, 2nd FLOOR 6056. A non-refundable bid deposit of R 0,00 is payable, (Cash only) is required on collection of the bid documents.
- ☐ A **non-compulsory** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**. Venue **insert venue**. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Potso Lekau	Telephone no:	041 408 2358
Cell no:	081 0322 528	Fax no:	
E-mail:	Potso.Lekau@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:



Notice and Invitation to Bid: PA-04 (GS)

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 –

BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3919 Gqeberha/ Port Elizabeth 6065 ATTENTION: PROCUREMENT SECTION: ROOM 292-294 <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i>	OR	Cnr Hancock & Roberts street Eben Donges Building Hancock street Ground floor

COMPILED BY:

Lekau Potso		PM	04/11/2022
Name of Project Leader	Signature	Capacity	Date

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

Tender no: PEHQ06/2022

OFFER

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

UITENHAGE (KARIEGA) MAGISTRATE'S OFFICE: PROVISION OF HORTICULTURAL MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

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

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

Tender no: PEHQ06/2022

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐The official alternative ☐Own alternative (only if documentation makes provision therefore) ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

The Service Provider will provide one of the following forms of security:

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☐(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes ☐ No ☐(3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☐(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Tender no: PEHQ06/2022

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Tender no: PEHQ06/2022

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

DPW-04.2 (GS): - CONTRACT FORM: RENDERING OF SERVICES

This form must be filled in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of originally signed contracts for their respective records.

Part 1: Contract Form completed by the Service Provider:

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) _____ in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **PEH06/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 Invitation to bid (PA - 03: GS)
 Pricing schedule(s)
 Filled in task directives / proposal
 Preference Certificates in terms of the PPPFA regulations 2017 (PA -16)
 Declaration of interest (PA -11)
 Special Conditions of Contract;
 - (ii) General Conditions of Contract; (PA -10) and
 - (iii) Other **Specify**
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Part 2: Contract Form completed by the Purchaser:

1. I **Insert name** in my capacity as **Insert capacity** accept your bid under reference number **Insert ref no** dated **Insert date** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.



Description of service:	Price (VAT inclusive)	Completion date:	B-BBEE Status Level Contributor

SIGNATURES OF THE CONTRACTING PARTIES:

Thus done and signed at _____ on _____

Name of signatory
hereof warrants

for and behalf of the **Department of Public Works** who
by signature authorization hereto

Capacity of signatory

as Witness

Name of signatory

for and behalf of the **Bidder** who by signature
hereof warrants authorization hereto

Capacity of signatory

as Witness

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	UITENHAGE MAGISTRATE OFFICE: PROVISION OF HORTICULTURAL MAINTENANCE SERVICES FOR A PERIOD OF TWENTY FOUR (24) MONTHS.		
Project Leader:	POTSO LEKAU	Bid / Quote no:	PEHQ06/2022

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:
DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE	04 Pages	☒
PA-04 (GS): NOTICE AND INVITATION FOR QUOTATION	04 Pages	☒
DPW-04.2 (GS): CONTRACT FORM: RENDERING OF CLEANING SERVICES	02 Pages	☒
PA-09 (GS): LIST FOR RETURNABLE DOCUMENTS	01 Pages	☒
PA-10 GENERAL CONDITIONS OF CONTRACT	10 Pages	☒
PA-11: DECLARATION OF INTEREST AND BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	05 Pages	☒
PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS	01 Pages	☒
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	02 Pages	☒
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES	03 Pages	☒
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES	03 Pages	☒
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011	05 Pages	☒
PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION	04 Pages	☐
SPECIFICATION (INCLUDING COST BREAKDOWN)	15 Pages	☒
PA-36: TOGETHER WITH ANNEXURE C: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	05 Pages	☒
PA-40 DECLARATION OF DESIGNATED GROUP FOR PREFERENTIAL PROCUREMENT	02 Pages	☒
	Pages	☐
	Pages	☐
	Pages	☐
	Pages	☐

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² 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.



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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-10: General Conditions of Contract (GCC)

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.

TABLE OF CLAUSES

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

PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

PA-10: General Conditions of Contract (GCC)

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

PA-10: General Conditions of Contract (GCC)

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

PA-10: General Conditions of Contract (GCC)

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

PA-10: General Conditions of Contract (GCC)

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

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

14. Spare parts

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

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

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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- 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:

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- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

PA-10: General Conditions of Contract (GCC)

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

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29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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PA-15.1: Resolution of Board of Directors

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

Note:

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

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

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

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

Note:

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

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2. The value of this bid is estimated to **Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For Internal Use

Effective date 20 September 2021

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[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(S)

DATE:..... ADDRESS:.....

.....

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 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>
uniform_____	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.

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



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

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.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	

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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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: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Date: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

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

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

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



SPECIFICATION COMPLIANCE SCHEDULE

THIS DOCUMENT MUST BE COMPLETED IN CONJUNCTION WITH DPW 07

Uitenhage Magistrate Office: Provision of Horticultural Maintenance for a Period of (24) Twenty Four Months

Name of bidder:

Bid number: **PEHQ06/2022**

Briefing date:... **N/A...**

Bid advert date: **04/11/2022**

Bid Closing date: **15/11/2022**

Closing Time: **11:00 am**

OFFER TO BE VALID FOR 30 DAYS FROM THE CLOSING DATE OF BID.

The **Bidder is required to indicate, adjacent to each paragraph** in the column provided for this purpose, whether the bidder is in **compliance with the bid specifications** and to what extent by writing **“Yes” or “No”**. **If any comments must be made with regard to the latter, this must be provided on an addendum in which case the bidder must make reference to the relevant specification and attach any documentation, where required.**

In the event where a written proposal for the service is included in the bid, an electronic version of such proposal on disc must also be submitted with the bid.

THE DPW RESERVES THE RIGHT TO AWARD THIS BID IN PART, OR IN WHOLE, OR NOT TO MAKE ANY AWARD AT ALL.



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE													
		NB By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable													
1.	DESCRIPTION OF THE PREMISES: UITENHAGE MAGISTRATE OFFICE	YES	NO												
2.	REQUIRED PERSONNEL Number of grounds-man : 2 Service required for five (5) days a week on site on Monday to Friday, for 8hours and 4.33 weeks a month.	YES	NO												
3.	SIZES OF AREAS TO BE SERVICED: <table border="0"> <thead> <tr> <th><u>AREA</u></th><th><u>SIZE (m²)</u></th></tr> </thead> <tbody> <tr> <td>Plants</td><td>500 m²</td></tr> <tr> <td>Lawn</td><td>2000 m²</td></tr> <tr> <td>Pavement</td><td>4000 m²</td></tr> <tr> <td>Verge</td><td>800 m²</td></tr> <tr> <td>Total area</td><td>7300 m²</td></tr> </tbody> </table>	<u>AREA</u>	<u>SIZE (m²)</u>	Plants	500 m ²	Lawn	2000 m ²	Pavement	4000 m ²	Verge	800 m ²	Total area	7300 m²	YES	NO
<u>AREA</u>	<u>SIZE (m²)</u>														
Plants	500 m ²														
Lawn	2000 m ²														
Pavement	4000 m ²														
Verge	800 m ²														
Total area	7300 m²														
4. 4.1	DELIVERABLES: STANDARD METHOD & FREQUENCY (a) Compost supplied is to be free of stones, disease/virus and weeds. (b) The compost shall be spread as a cover over the required area comprising of a layer 30mm-40mm. (c) The compost shall be dug into the soil to a depth of 250mm-300mm to mix thoroughly with the soil. (d) This is to be done twice yearly i.e. once every six (6) months of the duration of the contract.	YES	NO												



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	A. Lawn maintenance 1. MOWING A single mowing cycle shall comprise of mowing, edging, raking all grassed surfaces on the facility and removal of the clippings from the mown areas. All foreign objects shall be removed from the turf before starting operation. The blades of the turf are to be cut at a height of 10mm-20mm using a rotary mower. The turf shall be cut in twice a month in the following season's summer, autumn and spring. In winter the turf/grass must be cut once. The edges shall be neatly trimmed in conjunction with the mowing programme using a line to keep the edges straight in sections requiring so. The equipment used in edging shall be limited to equipment ensuring even, neat and vertical edges avoiding the widening of gaps along sidewalks, bedding or roads. Clippings may not remain on mown surface overnight and shall be removed on the same day of operation. All areas to be cut are to be cut within three (3) days of beginning the mowing cycle. The grasses area shall be maintained to the satisfaction of the project manager. Equipment used in the mowing programme shall be in good working condition to give a professional cut. An acceptable lawn shall be free of ridges, have an even surface, no lines and clippings. Irrigation The lawn is to be watered once (1) a week, the soil should be moist and not drenched, to a depth of 10mm-15mm below soil surface. During rainfall no irrigation to be done. Fertilizer application Application of fertilizer must be applied once a every season or (once a month in every three months) per year		
4.2	A. Bedding 2. TRANSPLANTING/PLANTING Transplanting Plants requiring transplanting shall be done so as per their season and species requirements, this shall pertain to groundcovers perennials and shrubs.	YES	NO



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE	
		NB By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	The contractor shall communicate with the project manager before transplanting any plants. This shall form part of the contract agreement and carried out on a monthly basis when required. Transplanting shall be carried out to control overgrowth, and bare patches where plants have died, and will need to be replaced with same/similar species included in the maintenance cost as part of the contract agreement. Planting Well composed soil need to be applied in bed before planting. Planting shall be carried out in empty beds or where it is required by the project manager and also types/ species required Only health disease free plants will be accepted for planting. Vegetation The weed shall be removed mechanically/ manually from the affected area, with no use of any harmful chemicals /herbicides on bedding areas. Pruning Over grown shrubs and perennials with vigorous growth shall be pruned to maintain good shape and encourage growth. Irrigation The bedding areas are to be watered three (3) times a week the soil should be moist and not be drenched/ too wet, to a depth of 25mm-40mm below soil surface. During rainfall no irrigation to be done. Fertilizer Application of fertilize must be done four (4) times a year (once every three months)		
4.3	B. Trees All trees growing on the property shall be maintained by the contractor to display a good quality specimen which shall have the following traits: • Single main stem growing from the ground. • Depending on the size, the lower 25-40% shall be free of lateral branches.	YES	NO



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	- No multi stems or water shoots arising from the soil shall be accepted and are to be pruned as soon as they emerge. - Pruning of trees shall not exceed 5m in height from the tree base. All trees requiring pruning shall be done so as not to damage property and furthermore the actual plant or specimen itself. The pruned appendage shall not: - Have jagged edges - Tears in the bark - Die back from improper pruning technique - Disease from improper pruning and subs standard equipment. The pruned appendages shall be treated immediately with a tree sealer or an approved solution to prevent exposure of the wound to disease and virus. The solution shall be applied as per the product label.		
4.4	Contractor shall responsible for: Sending in a product label ahead of starting any of the work to project manager. The contractor shall ensure that persons working with chemicals are informed people, and if necessary the project manager may request certificates allowing applicators to handle chemicals from the contractor. Contractor shall exercise care that the herbicide does not spill unnecessarily onto the soil. C. Palm trees where present are to be pruned so as to produce a "V" shaped crown and remove all the dead fronds/palm leaves as close as possible to the trunk.	YES	NO
4.5	3. PRUNING The plants shall be pruned in accordance to season and plant species. All over overgrown plants must be pruned. Healthy plants are not to be cut unless otherwise instructed by the project manager.	YES	NO



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE	
		NB By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	The equipment used is to be in good working condition with sharp blades and sterilized so as to be free of pathogens e.g. diseases, viruses, fungus and virolet. All refuse generated from the pruning shall be removed from site immediately after operations or during the two days contractor on site. Broken and dead branches shall be pruned as soon as they are noticed. The contractor shall communicate with the project manager before to avoid excessive pruning of plants which shall be carried out once (1) every three (3) months depending on the species. Hedge shall height shall be kept between 1.5 m to 2m.		
4.6	SWEEPING HARD SURFACE All hard surfaces areas and drainage channels must be swept clean of all debris. Vegetation/ Weed control A non-selective herbicide shall be used to control all weeds on hard surfaces once approval has been received from project manager, otherwise mechanical removal shall be the only acceptable method (a) Litter i. All loose objects (papers, plastic, glass pieces, stones, leaves droplets etc.) shall be collected and removed from site. (b) Refuse i. The service provider must remove all refuse generated as a result of the service done and ensure that there is no dumping allowed on site (refuse unattended will be accounted for and an explanation should be given. ii. Refuse shall be removed from the site weekly during the contract period. Refuse should not be kept on site over a weekend if found the service will account and a sanction will be imposed. iii. Where refuse is stored on site for collection, it should be temporarily kept in a hidden place that will not be hazardous to the clients, and also not to cause an unhealthy environment, the gardening refuse should be dumped in a designated disposal area, provided by the Municipality.	YES	NO



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE	
		NB By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	The refuse bins on site are at no point to be used for garden refuse; gardening refuse should be collected and placed in gardening refuse bags.		
4.7	<u>MAINTENANCE OF THE VERGE</u> Distance of two (2) metre outside the fence/ perimeter of the enclosed grounds shall be maintained. The verge, sometimes referred to as the municipality territory shall form part of this contract. The quoted price for maintenance of grounds shall include application of herbicides where applicable.	YES	NO
4.8	PEST CONTROL Pest control services must be carried by an accredited Pest Control agent. In the event that the contractor is not accredited for pest control, then the contractor must appoint an accredited or qualified pest control agent to carry out these duties and must provide a letter that state that the bidder is outsource pest control . Cost for this service must be included in the bidding price. Pest Control must be in terms of the following acts fertilizer, farm feeds, agricultural remedies and stock remedies act no.36 of 1947. This include Pesticides, Herbicides and Fungicides	YES	NO
4.9	A. Fungal/Viral The contractor shall inspect all plants and lawn regularly for any signs of a pest. Should the contractor notice any type of pest on the plants, they shall communicate with the project manager and an agreement on suitable method to control the pest will be agreed on. The instruction given by the project manager must be adhered to.	YES	NO
4.10	A. Vegetation The weed shall be removed mechanically from the affected area, with no use of any harmful chemicals /herbicides on bedding areas. A selective herbicide shall be used to control broad leaf weeds on turf once approval has been received from project manager, otherwise mechanical/manual removal shall be the only acceptable method.	YES	NO



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE	
		NB By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
4.11	A. REFUSE REMOVAL FROM THE SITE AND TRANSPORT Contractor shall remove all refuse generated from cleaning the garden. No dumping shall be allowed on site. All fees for the dumping of refusal at the Municipal dumping site shall be included in the bidding price	YES	NO
4.12	A. Transport The service provider shall include the transportation costs for refuse removal; travel to service site, transportation of labour, equipment, material and site meetings with project manager and also supervision cost must be included. The quoted transport costs must cover the duration of the contract.	YES	NO
5.	EQUIPMENT AND MATERIAL TO BE USED Supply the following plants species: a. Roses variety X 10 b. Elegia tectorum fishhook X 10 c. Argyranthemum frute. mix X 10 d. Gazania Gazoo Clean Orange/ Actotis X trays 20 e. Tulbaghia violencea X 20 f. Osteospermum sp X 20 g. Senseveria (Mother in Laws tongue) X 10 h. 1 concrete table and 2 seats Total plants = 100 10 m ³ x compost 200 kg x Fertilizer 6 m ³ x Mulch 20 m ³ x Lawn dressing/ mature	YES	NO

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable
	Equipment & Tools DESCRIPTION Hose pipe with fittings Self-standing sprayers Nozzle sprayers Lawn mower Brush cutter Edge trimmer Blower Light Delivery Vehicle (LDV) / Bakkie B. Protective Clothing/ Uniform/ PPE/ Working tools i. All employees of the appointed service provider must be neatly dressed in the prescribed protective clothing/ uniform/ PPE and must have the appropriate working tools. ii. Below list of minimum prescribed protective clothing/ uniform/ PPE and working tools: a) <u>Continental suits with EPWP branding</u> b) <u>Safety shoes</u> c) <u>Visible T- Shirts with EPWP branding</u> d) <u>Protective gloves</u> e) <u>Protective leggings for brush cutter operators.</u> f) <u>Protective ear muffs</u> g) <u>Suitable goggles</u> h) <u>Overall pants and jacket for use when spraying only</u> i) <u>Rubber Gloves for herbicides applicators</u> j) <u>Safety signs</u> k) <u>Respirator mask</u> l) <u>Spade</u> m) <u>Fork</u> n) <u>Ladies fork</u> o) <u>Broom with handle</u> p) <u>Iron rake</u> q) <u>Leaf / Rubber rake</u> r) <u>Wheelbarrow</u> s) <u>Bucket (5-20L)</u> iii. The Department accepts that service providers' might already have clothing/ uniform/ PPE and working tools in stock in	

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE NB	
		By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	their stores/ warehouses and therefore did not allow for pricing for these items in this bid. iv. Bidder must only price for branding costs of the protective clothing/ uniform. v. In the event that the contracted service provider must still these items and or additional items, it must comply with the prescribed designated sector (where applicable). vi. The applicable designated sector for local Production and Content in this bids is textiles and must have a local production and content of 100%. vii. This requirement will be discussed with the contracted bidder and the necessary forms (PA-36 and Annexures C, D & E) will be provided for completion, should a need exist to procure clothing/ uniform/ PPE/ working tools. 8. Herbicide & Pesticide applicators: 8L to 10L backpack sprayers as per the requirement for the contract period Non selective herbicides as per the requirement for the contract period Selective herbicides as per the requirement for the contract period All the items listed above shall comply with all the latest requirements of the Occupational Health & Safety Act regarding the handling of chemicals and machinery		
6.	EVALUATION CRITERIA 6.1 <u>Phase 1 – Bidding Legislative requirements</u> All prospective bidders MUST comply with the following minimum bidding criteria: (a) Completion in full of the DPW-07 Form of Offer. (b) Submission of an original Valid Tax Clearance Certificate (c) Completion in full of the Specification Compliance Schedule above. (d) Duly completed Declaration Forms (PA).		



Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE	
		NB By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	(e) Where applicable (Joint Ventures and Consortiums) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities of all parties. In such cases valid and original tax clearance certificates of all parties are required. (f) Preference points will only be awarded in terms of an original or certified copy of a B-BBEE status level of contribution certificate issued by an accredited verification agent (SANAS or IRBA). In the case of a Joint Venture or Consortium, a consolidated B-BBEE certificate in the name of the Joint Venture or Consortium is required. FAILURE COMPLY WITH THE ABOVE WILL DISQUALIFY THE BIDDER: NB: Bidders that passed responsiveness tests in Phase 1 will proceed to Phase 2. 6.2 Phase 2 - Verification of the Bidding price (a) Fully completed Annexure A - any bidder who submitted an offer below the Gardening Contract: Sectoral Determination 1 for Cleaners Sector or Domestic workers (1 March 2022) will not be considered for participation in the evaluation phase, Failure to submit the information requested will result in your bid being regarded as non-compliant. NB: The publications are obtainable from the: South African Department of Labour online website: http://www.labour.gov.za 6.3 Phase 3 – Preference Point System Bidders who complied with Sectoral Determination and fully completed Annexure A will be evaluated further in terms of the preference point system (80/20). EXPANDED PUBLIC WORKS PROGRAMME (EPWP) The contractor shall comply with all the requirements of the Code of Good Practice for Employment and Conditions of Work for Public Works Programme issued		

Paragraph no.	Service/Site specification	INDICATION OF COMPLIANCE	
		NB	
		By indicating Yes within this column, the bidder confirms that he/she will meet the specified deliverable	
	in terms of the Basic Conditions of Employment Act, 1997 (Act No 75 of 1997) and the related Ministerial Determination, for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP) The contractor shall enter into an employment agreement with all workers and provide certified copies of such agreements and Identity documents of the workers to the principal agent within 28 calendar days. The contractor shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the guidelines for the Implementation of Labour-Intensive Projects under the Expanded Public Works Programme (EPWP) Bill No. 1 EPWP Job creation reporting per beneficiary Number of beneficiaries.....2 grounds men..... Service reporting fee not to exceed R100 per beneficiary Rper/beneficiary Total cost for 2 grounds men R/ month carried to page 17, bullet 25 (Calculation 2 beneficiaries x Service reporting fee / beneficiary)		

ANNEXTURE A Bill of Quantities

ALL BIDDERS MUST BE COMPLETE THIS ANNEXURE

NB: (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

2 x Grounds men				
Item	Description	Departmental Guide	Bidder's offer	
			1 YEAR Month's Rate	
1.	Basic salary - hourly rate that must not be less than that published in terms of Government Notice at the closing date of the bid. Failure to comply with the minimum rate., will lead to elimination	Please note: The bidder is required to at least comply with the minimum sectorial determination for cleaning services rate for the relevant area as gazetted at the closing date of the bid.	Bidders hourly rate R...../ hour	
2.	Total Wage Cost per month	Bidders' hourly rate x 8 hours per day x 5 days per week x 4,33 weeks per month	R...../ month	
Provisions to be made as additional costs incurred to the minimum rate of pay:				
3.	Annual leave provision (pro rata per month) based on minimum determined days per year.	15 days per year ÷ 12 months x bidders' hourly rate x 8 hours per days	R...../ month	
4.	Sick Leave (pro rata per month) based on minimum determined days per year	10 days per year ÷ 12 months x hourly rate x 8 hours per day	R...../ month	
5.	Family Responsibility Leave (pro rata per month) based on minimum determined days per year	3 days per year ÷ 12 months x hourly rate x 8 hours per day	R...../	
6.	Unemployment Insurance Fund (UIF)	1% of basic monthly salary	R...../ month	



7.	Provident fund	5,25% of basic monthly salary	R...../ month
8.	(EPWP BRANDING OF UNIFORM/ PROTECTIVE CLOTHING)	See page 9 , bullet point B (Protective Clothing/ Uniform/ PPE/ Working tools)	R...../ month
9.	Bonus	annual bonus ÷ 12 months	R...../ month
10.	Workman's Compensation: (COIDA)	1.6% of total monthly wage	R...../ month
11.	Skills Development Levy	1% of monthly wage	R...../ month
12.	Any other allowance/s and or employers contributions must be specified		R...../ month
13.	Estimated Monthly Cost per ground man	Add items 2 bullet to 12	R...../ month
14.	Total Costs for (2) two grounds men per month	Item 13 x 2 groundsman (s)	R...../ month
15.	Total Labour Costs for 12 months (to be carried over to bullet 29)	Item 14 x 12 months	R

ANNEXURE B

ALL BIDDERS MUST BE COMPLETE THIS QUESTIONNAIRE.

NB: (FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

Costs to be incurred by the bidder:

Item	Description of item(s) required (Operational Cost)	A	B
		Rate for per months	Total Cost for 12 months
16.	Total Transport Costs and refuse to be removed once every week from site. Page 8 bullet 4.11 & 4.12	R...../ month	R
17.	Machinery running cost per month (mowing/ cutting, Blowing as well as repairs and services of machineries/ Equipment) cut grass twice a month for 2800 m ² including verge area Page 2 bullet 3 & page 3 figure no: A	R	R
18.	Application of Herbicide, Pesticide material (See Table page 2 , bullet 2)		
	Non-Selective Herbicide shall be applied once every month in open ground or pavement for area covering 4000 m ² Page 7 bullet 4.7	R	R
	Selective herbicide applied once every 2 months in lawn areas which covers 2000 m ² page 7 bullet 4.10 Formula = Area X amount per square meter = total per month	R...../ Month	R

	Pest control in plants to the area covering 800m ² page 7 bullet 4.8	R...../ month	R...../
Item	Description of item(s) required (Material)	A	B
		Rate for per months	Total Cost for 12 months
19.	5 m ³ of compost required once (1) a year in flower beds refer to page (refer to page 3&8 figure no.4.2 & 5)	R...../ per Cubic meter (m ³)	R...../
20.	Fertilize: 100 kg slow release /organic fertilizers required per year (refer to page 3&8 figure no.4.2 & 5) (Add ALL items in paragraph 5.2)	R...../ per 50 kg	R...../
21.	Mulch 3 m³ shall be applied (1) once a year in bedding plants and around trees and in pot plants (refer to page 3&8figure no.4.2 & 5)	R...../ per cubic meter (m ³)	R...../
22.	Top dressing 10 m³ shall be applied (1) once a year in lawn for 5-10 mm in depth for each year (refer to page 3&8 figure no.4.2 & 5)	R/ per Cubic meter (m ³)	R/
23.	Plants required = 100 (refer to page 8 paragraph (a) to (g)	R...../ Each 3L bag	R...../
24.	Concrete benches X 2 and 1X table paragraph (h) once off		R...../



25.	EPWP Job creation reporting per beneficiary (Carried over from page 12 Bill no.1	R/ month	R/
26.	Operating Costs (excl VAT) x 12 months page 15 (Item 16 – Item 17)		R/
27.	Profit and materials for 12 months (Excluding VAT) from page 15 to 17 from item 18- item 25		R/
28.	Total Cost (Operating costs + Profit and Material) for 12 months excluding VAT (Item 26 + 27)		R/
29.	Total Labour Costs for 12 months (to be carried over from bullet page 4 bullet 15		R/
30.	Total Cost Excluding Vat (from Item 28 +29)		R/
31.	VAT (15% for VAT registered suppliers) [15% of Column B19] (If applicable)		R/
32.	Sub- Total (Add Item 30 +Item 31 (12 months services)	R/	
33.	Total Bid Offer for a period of 24 months (Add item 32 x 2) Offer should be transfer to DPW 07 Form of Offer; Escalations for year two will be adjusted according to the sectoral determination percentage increase	R...../	



SPECIAL CONDITIONS OF BID

1. INTERPRETATION

- 1.1. The word "Bidder" in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2. The word "Department" in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3. Any reference to words "Bid" or "bidder" herein and or any other documentation shall be construed to have the meaning as the words "Tender" or Tenderer".

2. PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the "Special Conditions of Bid" the "Special Conditions of Bid" will take preference.
- 2.2. The "Special Conditions of Bid" can only be amended by an official addendum before the closing date of the bid.

3. GENERAL BID RULES

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Bids which are late or submitted by facsimile or electronically, will not be accepted.
- 3.7. Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.8. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids not timeously deposited in the Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. The bidder must be registered on the Central Supplier Database (CSD) for government prior to the award and must be active on the CIDB where applicable.
- 3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4. AMBIGUITIES/ CONTRADICTIONS

- 4.1. If a bidder becomes aware of any ambiguities or contradictions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the



bid document, this should be clarified with the Department, at least five days (5) working days before the closing time stated in the tender data.

- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/contradiction in the bid document, the Department reserves the right to:

4.2.1. If the ambiguity/contradiction in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity/contradiction or

4.2.2. Cancel the bid and process

5. PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

5.1 All Bids must remain valid for a period of 12 weeks (84 days) from the closing date as stipulated in the bid document.

5.2 The Department reserves the right to request for the validity extensions of bids, should it be deemed necessary. The following conditions will apply when the Department requests for a validity extension of a bid:

5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.

5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.

5.2.3 If a request for validity extensions are sent to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.

5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.

5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6. BRAND NAMES

6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7. CONTRACTUAL PRICE ADJUSTMENTS

7.1 The Bid will not be subjected to any price escalation.

8. AUTHORITY TO SIGN BID DOCUMENTS

8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.

8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors

8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to



bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and

8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a "Resolution of the Board of Directors", if such " (PA 15.1: Resolution of Board of Directors)," was not submitted with the bid or was not completed or was incorrectly completed,

8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia" agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a "Resolution of the Board of Directors", if it was not submitted with the bid or was not completed or was incorrectly completed,

8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an "Authority to sign" issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9. CONTRACT PERIOD

9.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

9.2 The service contract period in terms of consultants would commence on the date of agreeing on the project execution plan stipulating specific milestone date, as agreed by the department.

10. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA Regulation 6 sub regulations 9(a) & (b).

11. AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

12. TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 All bidders' tax matters must be in order prior to award.

12.3 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.



- 12.4 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.5 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13. REGISTRATION AS A VAT-VENDOR

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the "provisional letter of award" and elimination of the bidder's offer.
- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14. CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a "true copy of the original".
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:
 - 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders' whose copies complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

15. REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A "Sworn Affidavit" must comply with the following minimum requirements to be considered valid:
 - 15.2.1 The "Sworn Affidavit" must not be expired at the closing date.



- 15.2.2 In respect of Construction bids, a “Sworn Affidavit” issued in terms of the Amended Construction Sector Code; (Gazette Vol. 630 No. 41287); Issued in terms of paragraph 3.6.2.4.1 (B), must not be expired at the closing date.
- 15.2.3 The Annual Total Revenue must be based on the latest financial year-end’s Financial Statements/Management Accounts and other information of the bidder.
- 15.2.4 A “Sworn Affidavit” based on information from financial periods prior to the latest financial year-end of the bidder or for a financial year which has not yet ended, is invalid.
- 15.2.5 The latest financial year-end must be clearly indicated by the bidder (Deponent) in the “Sworn Affidavit”. An omission of the financial year will invalidate the submitted “Sworn Affidavit”.
- 15.2.6 The “Sworn Affidavit” must be correctly completed, signed and dated by the bidder (Deponent).
- 15.2.7 The “Sworn Affidavit” submitted must be correctly signed and stamped by the “Commissioner of Oath”.

16. AWARDING OF B-BBEE POINTS

- 16.1 For a tenderer to be awarded BBBEE-points, it must submit proof of its B-BBEE status level of contributor with the bid at the closing date and time.
- 16.2 The requirements of a valid BBBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.3 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.4 If a bidder submit at the closing date of the bid, a B-BBEE certificate or a “Sworn Affidavit” which is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a correctly certified copy. The copy maybe certified after the closing date of the bid.
- 16.5 If a bidder submit at the closing date of the bid a valid B-BBEE certificate or a valid “Sworn Affidavit”, but the bidder’s PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to correctly complete its PA 16.
- 16.6 Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid B-BBEE certificate (s) or a valid Sworn Affidavit(s) for all its proposed sub-contractors. If the B-BBEE certificate (s) or Sworn Affidavit(s) are valid, but it is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a certified copy(s). The copy(s) may be certified after the closing date of the bid.
- 16.7 If a bidder clearly indicates “that it will not sub-contract a portion of its contract on its PA-16, but listed a subcontractor(s) on its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)), the Department may give the bidder zero points for B-BBEE, irrespective of the actual total R-value to be sub-contracted or the B-BBEE level or the EME status of the subcontractor.
- 16.8 If a bidder indicates “that it will sub-contract a portion of its contract on its PA-16, but the percentage or names of the subcontractor or B-BEE level or EME/QSE status and or the table is not completed correctly or is incomplete and or does not reconcile to the listed subcontractor(s) on its SCHEDULE OF PROPOSED SUBCONTRACTORS



(DPW-15(EC)), the bidder will be given an opportunity to correct such reconciliation or non-compliance and may thereafter be accordingly scored for B-BBEE points.

16.9 All bidders' whose B-BBEE Certificates or Sworn Affidavits complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections.

16.10 No submissions of alternative or new B-BBEE Certificates or "Sworn Affidavits" will be allowed after the bid closing date.

17 PRE-QUALIFICATION AND SUB-CONTRACTING AS A CONDITION OF TENDER

17.1 Where pre-qualification and or sub-contracting is a condition of tender, bidder's must comply with the submissions of a valid proof BBBEE-status level of contributor as specified in the bid document.

17.2 The requirements of a valid BBBEE-Certificate and or "Sworn Affidavit" as specified in the Special Conditions of Tender applies.

18 LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

18.1 The conditions below, will serve as the evaluation criteria for evaluation on local production and content:

15.1.1 On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content will be considered.

15.1.2 The relevant designated sector for local production and content is indicated in the bid document.

15.1.3 Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date on the date of advertisement of bid

15.1.4 Failure to meet the minimum percentage for local production and content, will automatically invalidate the bid for further consideration.

15.1.5 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI) should there be a need to import such raw material.

18.2 Bidders must at the minimum comply with the following at the closing date and time:

15.1.6 Bidders are not allowed to submit a blank Local Content- Summary Schedule (Annexure C.) and the bidder must at the minimum correctly complete sections C10 to C15 of the Local Content Declaration – Summary schedule (Annexure C).

15.1.7 Bidders' offers must meet the minimum percentage for local production and content.

15.2.3 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI) should there be a need to import such raw material or input and a copy of this authorisation letter must be submitted.

18.3 It is not mandatory for a bidder to complete table 2 (c) of the LOCAL CONTENT DECLARATION. If a bidder did not complete table 2(c), the information as per Summary schedule (Annexure C) will be utilised.



- 18.4 If the bid is for more than one product, the local content percentages for each product contained in Declaration C (Annexure C) shall be used instead of the table 2 (c) on Local Content Declaration PA36.
- 18.5 If a bidder's PA36 LOCAL CONTENT DECLARATION is not completed, or incorrectly completed or not properly sign, or not dated or not witnessed, the bidder's offer will not be disqualified/ eliminated.
- 18.6 If a bidder incorrectly completed sections C16 to C25 or did not properly sign or date or witnessed its Local Content Declaration – Summary schedule (Annexure C), the bidder's offer will not be disqualified/ eliminated.
- 18.7 A minimum of 48 hours will be given by the Department to a bidder to accurately complete its PA36 and or Local Content Declaration (Summary schedule (Annexure C) sections C16 to C25, should it be required. Failure to adhere to the Department's request on or before the prescribed timeframe, will lead to elimination of the bidder's offer.
- 18.8 The Department reserves the right and discretion not to request all bidders for corrections of their PA36 and Local Content Declaration (Summary schedule (Annexure C). All bidders' whose offers complies with the minimum requirements, will be "deemed responsive" and will be subjected for further evaluation, even if the Department did not request any corrections.

For further information, bidders may contact the Designated Sector unit within DTI at 012 394 1135.

19 SUBCONTRACTING IS A CONDITION OF TENDER

- 19.1 Where sub-contracting is a condition of tender, bidders are required to comply with the prescribed B-BBEE category(s) of sub-contracting and submit with the bid at the closing date and time at least the following:
 - 19.1.1 A signed subcontracting agreement between the bidder and the intended subcontractor and;
 - 19.1.2 The subcontractor's agreement must be signed by a person properly authorised by each party to the sub-contractor agreement. If a deemed unauthorised person(s) signed the agreement, it will be dealt with as specified in the "Special Conditions of Contract" paragraph 8.
 - 19.1.3 A valid original or certified copy of the B-BBEE certificate or "Sworn Affidavit" of the intended sub-contractor as per the requirements specified in the bid document. Non-complaint B-BBEE certificates or "Sworn Affidavits" of sub-contractors will be dealt with as specified in the "Special Conditions of Contract" paragraph 15.
- 19.2 Where sub-contracting is a condition of tender, the bidder is not obligated to list the proposed mandatory sub-contractor in its SCHEDULE OF PROPOSED SUBCONTRACTORS (DPW-15(EC)).
- 19.3 Failure to comply with the minimum conditions above, will lead to the bid being eliminated.

20 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

- 20.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 20.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

21 FORM OF OFFER AND ACCEPTANCE

- 21.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 21.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 21.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
- 21.3.1 The tenderer's offer will not be disqualified.
- 21.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 21.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
- 21.4.1 The tenderer's offer will not be disqualified.
- 21.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 21.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
- 21.5.1 It must be signed by an authorised person of the Bidder;
- 21.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
- 21.5.3 The date on the form of offer must be completed;
- 21.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 21.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will be eliminated.

22 CORRECTION OF ERRORS

- 22.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 22.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 22.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
- 22.3.1 Seek the necessary clarification from the tenderer and;
- 22.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
- 22.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

23 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

- 23.1 N/A



24 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

- 24.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

25 DISCLAIMER

- 25.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this "Special Conditions of Bid". The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:
- 25.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to
 - 25.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as "deemed responsive" without requesting the corrections/ ratifications of a matter which is eligible as per the "Special Conditions of Bid".