



social development

Department:
Social Development
NORTHERN CAPE
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT CHECKLIST AND RETURNABLES

BID NC/SOC/006/2022: RENDERING OF GARDEN AND CAR WASH SERVICES AT THE SATELLITE OFFICES OF THE FRANCES BAARD DISTRICT i.e. BARKLY WEST; WARRENTON; FLORIANVILLE & CLUB 2000, FOR A PERIOD OF 24 MONTHS

Document Name	Bidder to Tick (v) [where applicable]	For Office Use (SCM)
Administrative Compliance Requirements		
Standard Bidding Document (NCP 1): Invitation to Bid		
NCP 2 Tax Clearance Requirements		
IMPORTANT NOTES 1; 2 & 3: Bidder took note and understood requirements		
SPECIAL CONDITIONS OF CONTRACT – CLEANING & CAR WASH SERVICES		
SPECIAL CONDITIONS OF CONTRACT – GARDEN SERVICES		
NCP 3 (for Garden & Car Wash Services) Pricing Schedule to be completed, signed and witnessed by both witness		
NCP 4 Declaration of Interest (declare interest in other companies at 2.3)		
NCP 6.1 Preference Points claim form in term of the Preferential Procurement Regulations 2017 to be completed, signed and witnessed by both witness		
Mandatory Documents Required (Evaluation Criteria)		
Registrar of Companies & Close Corporations/ Companies and Intellectual Property Registration Office (CIPS), previously known as CIPRO. The original date of certification of the copy may not be older than three (3) months on date of closure of bid. CIPC certificate is not relevant in the case were a bidder is a sole proprietor		
Bidders are required to submit the printed , valid Tax Clearance Certificate – Tender together with the tax compliance status PIN letter in order for the Department to view supplier's tax profile. <u>This letter together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.</u>		
Append an originally certified copy of the BBEEE certificate or sworn affidavit signed by the Exempted Micro Enterprise (EME) representative and attested by a Commissioner of Oath must be submitted at bid closing date and time. The original date of certification of the copy may not be older than three (3) months on date of closure of bid.		
Originally certified copy of shareholders/ members Identity Documents . The original certification date may not be older than three (3) months on date of closure of bid.		

Bidders are required to submit their Central Supplier Database (CSD) full report together with their bid documents in order for the Department to verify the supplier's / service providers' company details on CSD. <u>The date of the report must be the latest i.e. at least 5 days before bid closure.</u>		
Bidders must calculate their prices according to the Department of Labour's <u>latest published</u> minimum employee wages annual bonuses, leave and sick leave. Minimum wages escalates in November of each year. Detailed particulars of the <u>latest Government Gazette and Government Notice used to calculate the employee's wages must be attached to bid documents.</u>		

I, the undersigned (full names & surname in print)

That all documents have been submitted on the day of closure of the bid

Signed at _____ on this _____ (day) of _____ (month) 2022

<p align="center">Office Use SCM Official/ Bid Committee Member</p> <p align="center">I, the undersigned (full names & surname in print)</p> <p align="center">_____</p> <p align="center">Date: _____</p> <p align="center">That all documents have been submitted on the day and time of bid closure</p>



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE RENDERING OF GARDEN AND CAR WASH SERVICES AT THE SATELLITE OFFICES OF THE FRANCES BAARD DISTRICT i.e. BARKLY WEST; WARRENTON; FLORIANVILLE & CLUB 2000, FOR A PERIOD OF 24 MONTHS

BID NUMBER: **NC/SOC/006/2022**CLOSING DATE: **2022-09-09**CLOSING TIME: **11:00**VALIDITY PERIOD **120 DAYS**

The **PREFERRED** bidder(s) will be required to enter into a service level agreement with the Department

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X 5042, Kimberley, 8300**OR**DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS): **Latlhi Mabilo Complex, 257 Barkly Road, Homestead, Kimberley.****Bidders should ensure that bids are delivered timely to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (MAY NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN SUBMITTED? (Refer NCP 2) ☐ YES or ☐ NOHAS AN ORIGINALLY CERTIFIED COPY OF BIDDER'S B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN SUBMITTED? (Refer NCP 6.1) ☐ YES or ☐ NOIF YES, WHO ISSUED THE B-BEE STATUS LEVEL VERIFICATION CERTIFICATE?AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... ☐A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... ☐A REGISTERED AUDITOR ☐**[Tick Applicable Box]**



INVITATION TO BID

(AN ORIGINAL OR ORIGINALLY CERTIFIED COPY OF BIDDERS' B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [Applicable to Manufacturing only] ☐ YES or ☐ NO

IF YES, ENCLOSE PROOF – AN ORIGINALLY CERTIFIED COPY IS REQUIRED:

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

TOTAL BID PRICE: R

ENQUIRIES MAY BE DIRECTED TO:

Department: Social Development, Northern Cape Provincial Government

Contact Persons for bid documents: Ms Bonolo Seretsi / Nomsa Motube

Tel: 053 874 9203 / 9299

Fax: 053 871 2441

E-mail address: InternSCM1@ncpg.gov.za / InternSCM2@ncpg.gov.za

Contact Persons for technical specifications: Adelaide Wax / Kedi Flatela

Tel: 053 874 9215 / 9180

Fax: 086 225 7666 / 086 581 8668

E-mail address: awax@ncpg.gov.za / kflatela@ncpg.gov.za

PLEASE NOTE:

Corrections by correctional fluid are not allowed in a bid document. If correctional fluid is used it must be initialled to the correction. Failure to do so may result in such a bid being regarded as non-responsive.

If the correctional fluid is used to correct signatures, prices and descriptions it **shall** lead to a bid being regarded as non-responsive.



TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the preferred bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet his / her tax obligations (written evidence of arrangements must be submitted with bid documents at closing date and time).
2. From 18 April 2016, the South African Revenue Services (SARS) has introduced an enhanced electronic Tax Compliance Status (TCS) system which makes it easier for bidders to obtain a TCS Pin which can be used by authorised third parties to verify your compliance status online via SARS eFiling. In view of the above, a valid, printed tax compliance status Pin certificate **must** be submitted at closing date and time (bid document NCP 2 refers).
3. Bidders are required to submit the **printed**, valid Tax Compliance Status Pin Certificate in order for the Department to view supplier's tax profile. **This Certificate together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time.**
4. Bidders are required to submit their **Central Supplier Database (CSD)** full report together with their bid documents in order for the Department to verify the supplier's tax status on CSD. **The date of the report must be the latest i.e. at least 5 days before bid closure.**
5. **The Department will reject any bid from a supplier who fails to provide written proof from SARS that the supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations.**
6. In instances where Consortia / Joint Ventures / Sub-Contractors are involved, **each party** must submit a separate, printed valid Tax Compliance Status Pin Certificate as well as CSD full reports.



IMPORTANT NOTICE

NOTE 1



PLEASE NOTE THAT THIS BID CLOSING AT:

DEPARTMENT OF SOCIAL DEVELOPMENT,
LATLHI MABILO COMPLEX, 257 BARKLY ROAD, HOMESTEAD, KIMBERLEY.


TAKE NOTE:

BIDDERS THAT WISH TO MAKE USE OF SPEED- OR COURIER SERVICES MUST MARK
DELIVERY TO

REGISTRY, BLOCK F:
DEPARTMENT OF SOCIAL DEVELOPMENT,
257 BARKLY ROAD,
HOMESTEAD,
LATLHI MABILO COMPLEX
KIMBERLEY
8301

AND NOT TO

THE PRIVATE BAG

BIDDERS MUST ALSO CONTACT THE REGISTRY,
DEPARTMENT OF SOCIAL DEVELOPMENT
 053 874 9100/9145/9200/9195/9194
STATING THE TRACKING NUMBER OF THE
BID DOCUMENTS IN ORDER TO VERIFY WHETHER BID DOCUMENTS WERE
DELIVERED.

**BID DOCUMENTS DEPOSITED ANY WHERE ELSE WILL BE
REGARDED AND TREATED
AS LATE BIDS.**



IMPORTANT NOTICE

NOTE 2



PLEASE NOTE THE FOLLOWING REGARDING BID DOCUMENTS NCP 4: BIDDER'S DISCLOSURE

- ❖ **SHOULD THE BIDDER BE INVOLVED IN A CONSORTIUM or JOINT VENTURE,
or SUB-CONTRACTING
EACH ENTITY MUST DECLARE ITS INTERESTS ON A SEPARATE NCP 4
*OTHERWISE THE BID SHALL BE INVALID.***
- ❖ **ATTACH AN ORIGINALLY CERTIFIED COPY OF ALL SHAREHOLDERS' IDENTITY DOCUMENTS –
ORIGINALLY CERTIFIED DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON CLOSING
DATE.**
- ❖ **AN ORIGINALLY CERTIFIED COPY OF THE LEGAL AGREEMENT BETWEEN ENTITIES/PARTIES
INVOLVED IN A CONSORTIUM or JOINT VENTURE
THAT INDICATES THE PERCENTAGE [%] OF SHARES HELD RESPECTIVELY,
MUST ALSO BE ATTACHED TO BID DOCUMENTS.**
- ❖ **SEPARATE VALID TAX COMPLIANCE STATUS PIN CERTIFICATE OF PARTIES
INVOLVED IN A CONSORTIUM or JOINT VENTURE or SUB-CONTRACTING MUST BE
ATTACHED TO BID DOCUMENTS.**
- ❖ **SEPARATE CENTRAL SUPPLIER DATABASE (CSD) FULL REPORT**
- ❖ **A TRUST, CONSORTIUM OR JOINT VENTURE OR SUB-CONTRACTING MUST SUBMIT
A CONSOLIDATED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE FOR EVERY
SEPARATE BID.**

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.



IMPORTANT NOTICE

NOTE 3



PLEASE NOTE THAT:

1. **ALL PRICES OFFERED MUST INCLUDE VALUE ADDED TAX (VAT).**
2. **COPIES OF ANY DOCUMENTS e.g. IDENTITY or REGISTRATION WITH A PROFESSIONAL- or REGULATORY BODY MUST BE ORIGINALLY CERTIFIED. CERTIFICATION DATE MAY NOT BE OLDER THAN THREE (3) MONTHS ON DATE THAT BID CLOSES.**
3. **CORRECTION FLUID MAY NOT BE USED ON BID DOCUMENTS.
CORRECT ERRORS BY DELETING IT NEATLY, RE-WRITE CORRECT INFORMATION
&
INITIAL NEXT TO CORRECTION.**
4. **BID DOCUMENTS THAT HAVE TO BE WITNESSED, MUST BE WITNESSED
BY TWO (2) WITNESSES.**

FAILURE TO COMPLY WITH THESE PREREQUISITES SHALL RENDER A BID INVALID.



**SPECIAL CONDITIONS: RENDERING OF GARDEN SERVICES AT THE FRANCES BAARD SATELLITE OFFICES,
FOR A PERIOD OF 24 MONTHS**

DESCRIPTION	DETAIL OF OFFER YES/NO
1 <u>TERMINOLOGY</u> Grounds" include all grassed areas, vegetable areas, garden areas (including rockeries, flower beds, flower boxes, external pot plants, roof gardens, undeveloped areas (including embankment), open drains/gutters walk- and driveways, porches and/or verandas.	
2 <u>SPECIFICATIONS</u> 2.1 <u>Maintenance of Grounds</u> All grassed surfaces, including pavements, shall be mowed and trimmed once per week from 1 September to 30 April (summer) and once every two weeks during the period 1 May to 31 August (winter). Grassed surfaces must be kept to a standard acceptable to the Department of Social Development. Grassed areas shall be maintained in good condition and be replanted with the same variety of grass when and where necessary. Trimming of lawns shall be done in accordance of the layout / pattern of the lawns. This includes maintenance of the vegetable garden.	
2.1.1 Electrical or petrol lawnmowers fitted with receptacles to collect cuttings shall be used after which the area shall be raked and cuttings removed immediately.	
2.1.2 Aerate grass covered areas during August of each year. In areas too small for aeration by mechanical means; a garden fork shall be used.	
2.1.3 Spread a granulated mineral fertilizer such as 3:1:5 on the basis of 3kg per 100m ² every six (6) weeks and water well.	
2.1.4 The grounds, including open drains / gutters on the premises shall be kept clear at all times and free of undergrowth, grass, silt debris, paper, leaves and all other litter.	
2.1.5 Move garden refuse to a particular pick-up point for removal by the municipality once per week.	
2.1.6 Water and fertilize the garden and flower beds regularly in accordance with seasonal requirements.	
2.1.7 Where necessary, provide and plant flowers, shrubs or trees.	
2.1.8 Weed flower beds and trim hedges when necessary. Prune shrubs and trees annually in July in accordance with recognised horticultural practices.	
2.1.9 The quality of materials and workmanship as laid down in the most recent issues of the South African Bureau of Standards (SABS) if applicable or as issued by the south African Nurserymen's Association (SANA) and / or the South African Landscape Service providers, Institute (SALI) are to be strictly followed. Should these minimum standards not be kept, the Department reserves the right to condemn the work and hold the service provider in breach of contract.	
3 <u>SPECIAL CONDITIONS OF BID</u> 3.1 <u>Service provider's duties and obligations</u> 3.1.1 Bidders shall submit an offer which is in all respects compliant to the specifications / special conditions of bid and General Conditions of Contract.	
3.1.2 Bidders must base their prices on the Department of Labour's latest published minimum employee's salaries and bonuses at the time of bidding. Detailed particulars of the latest government gazette and government notice used to calculate the employees' salaries must be indicated and submitted with bid documents.	



	DETAIL OF OFFER YES/NO
3.1.3 A locally based labour force shall be used. The appointment of the preferred cleaners/gardeners, shall be the sole prerogative of the Service Provider, and such appointments must be done in accordance with the Service Provider's recruitment and selection policies.	
3.1.4 The service provider shall note that it is a specific condition of this bid that all gardeners shall be security classified before being allowed on any of the Departmental premises. This security classification shall be at no additional costs to the Department. All relevant costs shall be for the account of the service provider.	
3.1.5 Any complaints arising from the service provider's garden services shall be responded to immediately, <i>i.e.</i> within 24 hours .	
3.1.6 The service provider shall comply with the safety measures of the Occupational Health and Safety Act Nr. Act 85 of 1993 and its Regulations.	
3.1.7 All appliances and equipment to be used on Departmental premises shall comply at all times with the Act on Machinery and Safety 6 of 1983. Under no circumstances shall any appliances and / or equipment be allowed on any of the Departmental premises that exceed 66 db measured one (1) metre away from the piece of equipment being tested or used.	
3.1.8 Service provider shall comply with the statutes (Acts) of Parliament and the ordinances and regulations of the provincial- and local authority that may be applicable to rendering of garden services and shall inform any such authority in all instances where notification is required; pay all fees that may be payable in respect of garden services and exempt the Department from all losses, damage or expenses that may arise as a result of failure to comply with such laws, ordinances and regulations.	
3.1.9 The service provider shall supply its own equipment, material, fertilizers <i>etc.</i>	
3.1.10 The service provider shall use her / his own equipment, accessories, tools and machines to render garden services according to special conditions of bid /contract. <u>This includes the development of a vegetable garden at a suitable identified area. Consideration must be taken for the planting of vegetables according to their type, classification and season. Types of vegetables to be planted: Spinach; Cabbage; Green Beans; Potatoes; Onion; Carrots; Beetroot; Pumpkin; Tomatoes; butternut; sweet potatoes etc.</u>	
3.1.11 Service provider shall maintain her / his own equipment required to render garden services according to special conditions of bid /contract.	
3.1.12 Service provider shall assign a person responsible for liaison with the Department.	
3.1.13 Service provider is to ensure adequate supervision of her / his employees at all times.	
3.1.14 The service provider shall remain fully and solely responsible for the safety of her / his employees during the rendering of garden services. She / he shall be liable for any claims in respect of injury to or death of persons or the loss of or damage to any property, however caused and suffered by her / his employees, departmental officials and / or any third party. The service provider shall indemnify and hold the Department of Social Development harmless against any injury to, or death of persons or the loss of or damage to any property arising from the rendering of her / his garden services.	
3.1.15 The service provider shall render all specified services and provide employees for the due execution of the contract.	
3.1.16 Service provider shall provide her / his employees with suitable, identifiable and protective clothing and the employees shall wear them all the time when their on duty.	
3.1.17 Should the service provider experience any form of labour unrest during the duration of this contract, she / he will be expected to ensure that garden services continue as per special conditions of bid / contract. No payments will be effected for days on which garden services were not rendered.	



	DETAIL OF OFFER YES/NO
<p>3.1.18 Service provider shall be in breach of contract if she / he:</p> <ul style="list-style-type: none"> ▪ fails to commence with garden services as prescribed herein; ▪ fails to proceed with garden services with due diligence; ▪ stops, abandons or suspends garden services before expiry date of the contract, and ▪ refuses or neglects to comply with any of the conditions of her / his contract or any specifications given in terms of this bid. 	
<p>3.1.19 Should the service provider be in breach of contract, the Head of Department shall have the right to cancel the contract with one (1) calendar month's notice; instruct the service provider to discontinue the service on a date stated; to withdraw from rendering garden services on the Departmental premises of any <i>lien</i> or a right of retention or on Departmental premises of any right whatsoever. Written notice is to be signed by Head of Department or designee in the Office of the Chief Financial Officer with the rank of Senior Manager or Manager.</p>	
<p>3.1.20 The service provider shall be responsible for providing and maintaining sufficient hoses, sprinklers <i>etc.</i>, necessary for watering of vegetables, lawns, trees, flower beds <i>etc.</i> The Department shall be indemnified against any loss of or damage thereof.</p>	
<p>3.1.21 The service provider shall present an original invoice in respect of garden services rendered, before or on the 10th of each calendar month.</p> <ul style="list-style-type: none"> • A completed, duly signed form re monthly confirmation of satisfactory garden services is to be submitted with the invoice as verifiable evidence that garden services are satisfactory and that employees have received their salaries on time and according to the bid price. 	
<p>3.1.22 The service provider's business name and contact numbers must be clearly indicated on the original invoice. The invoice must be dated and duly signed; the name of the departmental premises where garden services are being rendered. <u>The amount payable in respect of wages and number of employees must be stated on the invoice as well.</u></p>	
<p>3.1.23 Value added tax (VAT) may only be charged by service providers that have a unique VAT registration number issued by the South African Revenue Service (SARS). The VAT registration number must be indicated on the invoice.</p>	
<p>3.1.24 Service providers with an annual turnover of R1 000 000 or more must be registered for VAT.</p>	
<p>3.2 <u>Department's duties and obligations</u></p>	
<p>3.2.1 The Department shall be responsible for payment of all accounts for water used in irrigation of lawns, of vegetable, trees and flower beds.</p>	
<p>3.2.2. The Department shall pay a monthly amount within 30 days of receipt of the service provider's original invoice provided the service provider's service has been satisfactorily rendered aligned with special conditions of bid / contract.</p>	
<p>3.2.3 The Department reserves the right to retain monthly service fees in its entirety or in such part as may be deemed fair and reasonable in respect of the obligations not fulfilled by the service provider in terms of the special conditions of bid / contract.</p>	
<p>3.2.4 The Department shall appoint a contact official as liaison between the Department and the service provider.</p>	
<p>4 <u>GENERAL CONDITIONS OF BID</u></p>	
<p>4.1 The contract shall commence on the date stipulated in the letter of acceptance to the preferred bidder for the duration of 24 months.</p>	



		DETAIL OF OFFER YES/NO
4.2	The service provider shall be held responsible for any losses of or damage to state property caused by the actions of her / his employees and shall repair and make good and such loss or damage to the Department.	
4.3	Should the conditions of the grounds / premises deteriorate as a result of lawns or any other areas not being adequately maintained e.g. formation of depressions, the service provider shall rectify the matter at no additional cost to the Department.	
4.4	Bidders are advised to visit all sites / premises before submitting a bid so as to satisfy her / him in respect of appearance and layout, access to the site / premises, areas suitable or available for storage of garden tools, material or equipment and any other circumstances which could affect rendering of garden services. No claims resulting from such factors will be considered afterwards.	
4.5	The company and workers, who will render services to the Department, will be requested to undergo security screening by the State Security Agency (SSA). A Declaration of Secrecy should be signed by all employees of the company.	
5	SITES WHERE GARDEN SERVICES ARE REQUIRED: [REFER TO NCP 3 – PRICING SCHEDULE]	
5.1	Bidders must complete the <u>details of offer (see column left with yes/no)</u> in all respects. Failure to comply therewith shall result in the bidder not being considered for evaluation & adjudication purposes.	
5.2	Bidders must be in a position to commence with garden services on the date stipulated in paragraph 5 and in the letter of acceptance to the preferred bidder.	
5.3	Any clause in the special conditions of bid / contract shall be amended by mutual agreement – prior to implementation of amendment - between the Department and the preferred bidder (service provider).	
6	<u>PERSONNEL / EMPLOYEES</u>	
6.1	Bidders must base their offers on the Department of Labour's <u>latest published</u> minimum employee's wages and bonuses at the date of bidding and detailed particulars of the latest Government Gazette and Government Notice must be used to <u>calculate employee wages and must be submitted with bid documents.</u>	
6.2	The preferred bidder is obliged to <u>register all personnel / employees immediately for UIF with the Department of Labour.</u> Salary advices must be provided with monthly salaries. <ul style="list-style-type: none"> • Proof of UIF registration as well as copies of salary advices must be submitted to Supply Chain Management, Provincial Office [Latlhi Mabilo Complex, Kimberley] within one (1) month of commencement of contract. 	
7	<u>ANNUAL PRICE INCREASE</u> A fixed price escalation of 5% per annum is applicable to this bid / contract. This increase shall cover all aspects of the contract e.g. increase in salaries, annual bonuses, garden equipment, -tools, material and administration costs.	

8 References

List three (3) references / contact persons and their telephone numbers

Company	Contact Person	Phone Number

**9 Nature and frequency of garden services at Satellite offices of the Frances Baard District**

SERVICE DESCRIPTION	FREQUENCY
Size of premises to be assessed by bidder	
Sweeping of walk ways [stoep / pavement]	1 x per week
Take refuse bags to Municipality's pick-up point	1 x per week
Cleaning of gravel surface: raking & weeding	2 x per week
Removal or mowing of wild growing grass on premises	2 x per week
Mowing of lawn in summer	2 x per week
Watering of lawn in summer	2 x per week
Mowing of lawn in winter	2 x per month
Watering of lawn in winter	1 x fortnightly
Watering of shrubs & flowers	2 x per week
Watering of trees	1 x per week
Pruning of trees & shrubs	As and when needed
Planting of vegetables	Seasonal
Maintenance of vegetables	Daily
Planting of grass & flowers	Where required
Number of full / half day gardeners	5 Full day
Wages per month (compliant with Department of Labour's prescribed minimum wages)	R.....
Other cost (equipment, overalls, transport, administrative cost, profit)	R.....
*GRAND TOTAL	R.....

10 BIDDER'S DETAILS

Company Name:

.....

Address:

.....

.....

Print Name & Surname of Bidder:

Phone Number:

Date of bid completion:

.....

BIDDER: SIGNATURE

BID NR. NC/SOC/006/2022



NOTE:

Only firm prices for the rendering of garden services in the satellite offices of the Frances Baard District will be accepted.

Prices must include value added tax (VAT).

Bidders may only include VAT in the price if they are registered for VAT.

An annual escalation of 5% will be applicable to this contract.

Name of Bidder: VAT Reg. Nr.:
Bid Number: NC/SOC/006/2022 for a period of 24 months.
Closing Date & Time: **Friday, 09 September 2022 at 11:00**

GARDEN SERVICES					
Number	Office	Number of days garden services are required	Number of Full Day Gardeners required (07:30 to 16:00)	Number of Half Day Gardeners required (07:30 to 13:00)	Frequency of supervision required
1	Barkly West	5	2	0	Monthly
2	Warrenton	5	1	0	Monthly
3	Florianville	5	1	0	Monthly
4	Club 2000	5	1	0	Monthly

OFFICES WHERE DEVELOPMENT OF VEGETABLE GARDEN ARE REQUIRED:

Barkly West, Warrenton, Florianville and Club 2000



TABLE 1: PRICING STRUCTURE – WAGES, EQUIPMENT & OVERHEADS

Office	Total amount for Salaries / wages per month (In accordance with Dept of Labour prescript). Including provision for relieve workers	Total amount for garden equipment per month	Total amount for overhead per month (profit, transport, admin etc.)	Price per Month at Commencement of Contract (incl. VAT <i>[e.g. Salaries + materials + overheads = total]</i>	Once-off Total amount for uniforms for the duration of the contract period (to be claimed only once with the first invoice at commencement of contract for both summer & winter uniforms)	Annual amount for bonus & increase (In accordance with Dept of Labour prescript)
Barkly West	R.....	R.....	R.....	R.....	R.....	R.....
Warrenton	R.....	R.....	R.....	R.....	R.....	R.....
Florianville	R.....	R.....	R.....	R.....	R.....	R.....
Club 2000	R.....	R.....	R.....	R.....	R.....	R.....

TABLE 2: PRICING STRUCTURE: CAR WASH SERVICES

CAR WASH SERVICES (Only official fleet vehicles with number plates starting with DSD)					
Number	Office	Number of Sedans	Number of Light Delivery Vehicles	Frequency of Cleaning & Vacuuming of Official Vehicles per Month	Price per Month at Commencement of Contract (incl. VAT)
1	Barkly West	2	1	twice	R.....
2	Warrenton	2	2	twice	R.....
		4	3	Total per Month (incl. VAT)	R

**EVALUATION CRITERIA:**

- 1 All overhead costs must be included in the price per month for garden services at inception of contract e.g. garden equipment, fertilizer, seedlings, wages, etc.
- 2 Bidders may not submit re-calculated prices after awarding of a bid.
- 3 Bidders are required to submit the **printed**, valid Tax Compliance Status Pin Certificate in order for the Department to view supplier's tax profile. This letter together with the SARS eFiling tax compliance history printout must be submitted with the bid at the closing date and time. [Refer to NCP 2]
- 4 Append an originally certified copy of the company registration certificate with CIPS previously known as CIPRO certificate. The original certification date may not be older than three (3) months at date of closure of bid. CIPC certificate is not relevant in the case where a bidder is a sole proprietor.
- 5 Append an originally certified copy of the BBBEE certificate or sworn affidavit signed by the Exempted Micro Enterprise (EME) representative and attested by a Commissioner of Oath must be submitted at bid closing date and time. The original date of certification of the copy may not be older than three (3) months on date of closure of bid.
- 6 Bidders are to submit **originally certified copy of shareholders / members Identity Documents**. The original certification date may not be older than three (3) months on date of closure of bid.
- 7 Bidders are required to submit their detailed **Central Suppliers Database (CSD) registration report** (not the summary report) together with the bid document. The date of the report must be the latest i.e. at least 5 days before bid closure.
- 8 Bidders must calculate their prices according to the Department of Labour's **latest published** minimum employee wages annual bonuses, leave and sick leave. Minimum wages escalates in November of each year. Detailed particulars of the latest Government Gazette and Government Notice used to calculate the employee's wages must be attached to bid documents.
- 9 The Department intends to apply pre-qualification criteria for preferential procurement to advance certain designated groups in terms of section 2(1)(f) of the PPPFA and section 4 (1) (c) (v) of the revise regulation as follows:

* *The successful tenderer must subcontract a minimum of 30% of the value of the contract to an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships (Frances Baard District). Only tenderers following within the specific tendering condition may respond. Should the bidder fall within the objective criteria, then sub-contracting will not be necessary.*
- 10 The Department reserves the right to award the contract to various bidders complying with bid specifications and scoring the highest points for price & B-BBEE.



11

CONFIRMATION OF PRICES

I, the undersigned (full names & surname in print):

Certify that the prices offered are firm and that I have read directives 1 – 10 on this price schedule, NCP 3.

SIGNED AT ON THIS DAY OF (month) 2022.

IN THE PRESENCE OF THE UNDER MENTIONED WITNESSES:

AS WITNESS:

1.....
SIGNATURE: WITNESS

.....
WITNESS: PRINT NAME & SURNAME

2.....
SIGNATURE: WITNESS

.....
WITNESS: PRINT NAME & SURNAME

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 interest¹ 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

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**

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.

2.2.1 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.

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.

NCP 4 (New revised 20220401)

- 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.
- 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

**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.

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included)

b) The **80/20** preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"price"** includes all applicable taxes less all unconditional discounts;

(h) “proof of B-BBEE status level of contributor” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

or

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 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
---------------------------	---	---

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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

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 or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



NOTE:

The purpose of this document is to:

1. Draw special attention to certain general conditions applicable to all government bids, contracts, orders and
2. To ensure that customers are familiar with the rights and obligations of all parties involved in doing business with government.

In this document word in the singular also mean the plural and *vice versa*.

Words in the masculine also mean 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 will be compiled separately for each bid (if applicable) and will supplement the general conditions of contract (GCC).
- Whenever there is conflict the provisions in the SCC shall prevail.



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1 DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids. In the Northern Cape Province, the closing hour will be 11:00 as per Post Office's official time.
- 1.2 **"Contract"** means the written agreement entered into by and between the purchaser (department) and the supplier/service provider (preferred bidder), 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/service provider 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 anything of value to influence the action of a public official in the adjudication process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where minerals are mined, produce grown or goods produced or manufactured from where the services/goods are rendered or supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or pin purpose or utility from its components.
- 1.7 **"Day"** means a 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 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 markets its goods on own initiative in the Republic of South Africa (RSA) at lower prices than that of the country of origin. Such goods have the potential to harm local industries in the RSA.
- 1.12 **"Force majeure / Act of God/ nature"** means an event beyond the control of the supplier/service provider and not involving the suppliers'/service provider's fault or negligence and not foreseeable. Such events may include, but is not limited to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misinterpretation of facts in order to influence and acquisition 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 or non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** mean the General Conditions of Contract.
- 1.15 **"Goods"** mean all of the equipment, machinery and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bid price represented by the cost of components, parts of materials which have been or are still to be imported (whether by the supplier or his subcontracts) and which cost are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock duty, sales duty or other similar tax duty at the South African place of entry, as well as transportation and handling charges to the factory in the RSA where the supplies covered by the bid will be manufactured.



- 1.17 **"Local content"** means that portion of the bid price that 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, works, or the rendering of a service.
- 1.20 **"Project site"** where applicable, means the place indicated in bid documents.
- 1.21 **"Purchaser"** means the department purchasing the goods, works or services.
- 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 transport and other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, cleaning, garden, security, maintenance, laundry and other such obligations of the supplier/service provider covered under the contract.
- 1.25 **"Written or in writing"** means handwritten in black ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted, nor e-mailed bid documents, unless stated as such in the invitation to bid.

2 APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and order, 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 bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, works or services.
- 2.3 Where such special conditions of contract are in conflict with these general conditions of contract, the special conditions shall apply.

3 GENERAL

- 3.1 Unless otherwise indicated in the bid 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 bid and other documents may be charged.
- 3.2 With certain exceptions, invitations to bid are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the government Printer, Private Bag X85, Pretoria 0001.

4 STANDARDS

Goods supplied, works or services rendered shall conform to the standards in the bid documents and specifications.

5 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 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 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 person shall be made in confidence and shall extend only as far as may be deemed necessary for purchases of 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 all copies shall be submitted 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 supplier's performance and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of 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 preferred 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 obligation 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:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country, acceptable to the purchaser.
 - 7.3.2 a cashier's or credit 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 warranties obligations, unless otherwise specified in SCC.
- 7.5 The above excludes construction contracts, road repairs, civil- mechanical- and electrical works.

8 INSPECTIONS, TESTS AND ANALYSES

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



- 8.6 Supplies referred to in clauses 8.2 & 8.3 that do not comply with the contract requirements shall be rejected.
- 8.7 Contracted supplies may on or after delivery be inspected, tested or analysed and may be rejected if found to be non-compliant with the requirements of the contract. Such rejected supplies shall be stored at the cost and risk of the supplier who shall, when called upon, remove it immediately at his own cost and forthwith substitute it with supplies that do comply with the requirements of contract. Upon failure by the supplier to remove rejected supplies, the purchaser shall return such rejected supplies at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier the opportunity to substitute the rejected supplies, purchase supplies meeting contract requirements elsewhere, as may be necessary at the expense of the supplier.
- 8.8 Provisions of clauses 8.4 & 8.7 shall not prejudice the right of the purchaser to cancel the contract, because of a breach of conditions thereof, or to act in terms of clause 23 of GCC.

9 PACKAGING

- 9.1 The supplier shall provide such packaging of goods as is required to prevent damage or deterioration during transit to the final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packaging, 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 packaging, marking and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC and in any subsequent instructions given by the purchaser.

10 DELIVERY AND DOCUMENTS

Delivery of the goods shall be made by the supplier in accordance with the items specified in contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11 INSURANCE

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 SCC.

12 TRANSPORTATION

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

13 INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- 13.1 performance of supervision of on-site assembly and/or commissioning of goods supplied;
- 13.2 furnishing of tools required for assembly and/or maintenance of goods supplied;



- 13.3 furnishing of a detailed operations- and maintenance manual for each appropriate unit of goods supplied;
- 13.4 performance of supervision, maintenance and/or repair of the goods supplied for a period agreed upon by the parties, provided that this service shall not relieve the supplier of any warranty, obligations under this contract; and
- 13.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in the assembly, start-up, operation, maintenance and/or repair of goods supplied.

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 prevailing rates charged to other parties by the supplier for similar services.

14 SPARE PARTS

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

- 14.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that his election shall not relieve the supplier of any warranty obligations under the contract; and
- 14.2 In the event of termination of the spare parts:
 - 14.2.1 advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to acquire the required spare parts; and
 - 14.2.2 following such termination, furnish – at no cost to the purchaser- the blue prints, drawings and specifications of the spare parts, upon request of the purchaser.

15 WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, all recent improvements are incorporated in the design and material unless otherwise stipulated 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 based on the purchaser's specifications) of from any act or omission of the supplier, that may develop under normal use of the goods supplied 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 otherwise specified in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising in respect of such a 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 has been notified but fail to remedy the defect(s) within the period specified in SCC, the purchaser may take 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 effected 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 The purchaser shall effect payment expeditiously, but within thirty (30) days after receipt of a correct and original invoice.
- 16.4 Payment will be made in RSA currency i.e. Rand – unless otherwise stipulated in SCC.

17 PRICES

Prices charged by the supplier/service provider for goods delivered and/or services performed under the contract shall not vary from the prices offered by the supplier/service provider in the bid. The exceptions will be price adjustments authorised in SCC or in the event of extension of validity requested by the purchaser.

18 CONTRACT AMENDMENTS

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

The supplier/service provider 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

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

21 DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE

- 21.1 Delivery of the goods and/or performance of services shall be made by the supplier/service provider in accordance with the time schedule prescribed in the contract.
- 21.2 If at any time during performance of the contract the supplier/service provider or its subcontractor(s) should encounter conditions impeding timely delivery of goods/services, the supplier/service provider shall promptly notify the purchaser in writing of the delay, the anticipated duration of the delay and its cause(s). Upon receipt of the supplier/service provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier/service provider's deadline for delivery of goods/services with or without penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall prohibit the acquisition of goods/services from a national department, provincial department or local authority.



- 21.4 The right is reserved to acquire outside of the contract small quantities or to have minor essential services executed in the event of an emergency, the supplier's point of supply/delivery is not situated at or near to the location/site where goods /services are required, or the supplier/service provider's services are not readily available.
- 21.5 Except as provided under GCC clause 25, a delay by the supplier /service provider in the performance of its delivery obligation shall render the supplier/service provider 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 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 quantity in substitution of goods not supplied/delivered as per the contract. Any goods delivered by the supplier at a later stage shall be returned to the supplier at the suppliers' expense and risk. Alternatively, the purchaser may cancel the contract and/or purchase goods required for completion of the contract. Without prejudice to its other rights, the purchaser shall be entitled to claim damages from the supplier.

22 PENALTIES

Subject to GCC clause 25, if the supplier/service provider fails to deliver any or all 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 for default sent the supplier/service provider, may terminate the contract in whole or in part:
- 23.1.1 if the supplier/service provider fails to deliver any or all goods or perform the services within the period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2.
 - 23.1.2 if the supplier/service provider fails to perform on any obligations of the contract.
 - 23.1.3 if the supplier/service provider, in the opinion of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in the performing of the contract.
- 23.2 In the event that the purchaser terminates the contract in whole or in part, the purchaser may acquire, upon such terms and in such manner as it deems appropriate, goods, works, or services similar to those undelivered/not performed, the supplier/service provider shall be liable to the purchaser for any excess costs for such 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/service provider by prohibiting such supplier/service provider from doing business with the public sector for a period not exceeding ten (10) years.
- 23.4 If a purchaser intends imposing a restriction on a supplier/service provider, the latter will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier/service provider fail



to respond within the fourteen (14) days the purchaser may regard the intended penalty as not objected and may impose it on the supplier/service provider.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or 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 enterprise or person 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:

- 23.6.1 name and address of the supplies/service provider and/or person restricted by the purchaser;
- 23.6.2 date of commencement of the restriction;
- 23.6.3 period of restriction; and
- 23.6.4 reasons for the restriction.

These details will be loaded into National Treasury's central database of suppliers/service providers and 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, 12 of 2004, the court may also rule that such a 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 (5) years and not more than ten (10) years. The national Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register for Tender Defaulters may be viewed on National Treasury's website.

24 ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing rights is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or 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 monies (if any) that may otherwise be due to the contractor with regard to supplies/services delivered or performed, or is to be delivered/performed in terms of the contract or any other amount which may be due to him.

25 FORCE MAJEURE / ACT OF GOD / NATURE

25.1 Notwithstanding the provisions of GCC clauses 22 & 23, the supplier/service provider shall not be liable for forfeiture of its performance, security, damages or termination for default if and to the extent that delay in performance or other failure to perform obligations under the contract is the result of an event of *force majeure*.



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

26 TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier/service provider if the supplier/service provider becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the supplier/service provider, 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/service provider in connection with or arising from 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/service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may commence 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 and procedures specified in SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they agree otherwise;

27.5.2 the purchaser shall pay the supplier/service provider all monies due to the supplier/service provider.

28 LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence, wilful misconduct or in the case of infringement pursuant to clause 6;

28.1.1 the supplier/service provider shall not be liable to the purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, loss of profits or interest costs, provided that the exclusion shall not apply to any obligation of the supplier/service provider to pay penalties and/or damages to the purchaser; and

28.1.2 the aggregate liability of the supplier/service provider to the purchaser, whether under contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 GOVERNING LANGUAGE

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

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

31 NOTICES

31.1 Every written acceptance of bid shall be posted to the preferred bidder by registered mail and any other notice shall be posted by ordinary mail to the address furnished in the 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 written acceptance of a bid has been issued shall be reckoned from the date of posting of such notice.

32 TAXES AND DUTIES

32.1 A foreign supplier/service provider 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/service provider shall be entirely responsible for all taxes, stamp duties; license fees and other such levies incurred until delivery/performance of the contracted goods/services 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 an original, valid tax clearance certificate submitted by the bidder. The tax clearance certificate – Tender – must be issued by the South African Revenue Services.

33 NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

The National Industrial Participation Programme (NIP) administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation, i.e. exceeding the threshold of \$10 million (American Dollars).

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 a contractor(s), based on reasonable ground 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 a 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 claim damages from the bidder(s) or contractor(s) concerned.