

SSC WC Q16 (2023/2024) DALRRD

APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION FOR A PERIOD OF 36(THIRTY-SIX) MONTHS.

COMPULSORY SITE INSPECTION MEETING:

DATE: 19 January 2024

VENUE: CHIEF DIRECTORATE NATIONAL GEOSPATIAL INFORMATION OFFICE,
19 RHODES AVENUE, VAN DER STERR BUILDING, MOWBRAY, CAPE TOWN

TIME: 10:00 AM

CLOSING DATE:

DATE: 26 January 2024

TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, SECURITY AREA AT GROUND FLOOR. **IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS.**

TECHNICAL ENQUIRIES : Ms Michelle Denner
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BID RELATED ENQUIRIES : Ms Melissa Andrews
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**rural development
& land reform**

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

Chief Directorate: Provincial Shared Service Centre: **Sub-Directorate: Demand** and Acquisition
Management Services: **Enquiries:** Ms Melissa Andrews: **Tel:** (021) 409 0526

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND
REFORM AND RURAL DEVELOPMENT

BID NUMBER: SSC WC Q16 (2023/2024) DALRRD

CLOSING TIME: 11H00

CLOSING DATE: 26 January 2024

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD1, SBD 3.1, SBD4, SBD 6.1 and Terms of Reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. ***(failure to comply will disqualify your proposal)***

Yours faithfully

MS RACHEL MASWANENG
ACTING DEPUTY DIRECTOR: SUPPLY CHAIN AND FACILITIES
MANAGEMENT SERVICES
DATE: 09/01/2024

MAP TO BIDDER BOX (B BOX)

SSC WC Q16 (2023/2024) DALRRD

CLOSING DATE: 26 January 2024 AT 11:00 AM.

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT)**

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE
LATE AND WILL AS A RULE NOT BE ACCEPTED FOR
CONSIDERATION.**

**THE SBD FORMS MUST BE SIGNED IN THE ORIGINAL
AND WITH BLACK INK SUBMIT ALL BIDS ON THE
OFFICIAL FORMS – DO NOT**

RETYPE.

**The Bid documents must be deposited in the Bid box which is identified as the
“Bid/tender box.”**

(Department of Agriculture, Land Reform and Rural Development)

**Demand and Acquisition Management
(BIDS)**

GROUND FLOOR (SECURITY AREA)

14 LONG STREET

CAPE TOWN

8000

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE,
LAND REFORM AND RURAL DEVELOPMENT IS OPEN 8 HOURS A DAY, 5
DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE
CLOSING TIME OF BIDS.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED
TIMEOUSLY TO THE CORRECT ADDRESS**

SUBMIT YOUR BID IN A SEALED ENVELOPE

GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT July
2010**

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections, tests and analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier 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 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 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 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 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:

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 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.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT.

BID NUMBER:	SSC WC Q16 (2023/2024) DALRRD	CLOSING DATE:	26 January 2024	CLOSING TIME:	11:00 AM
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DESCRIPTION APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION FOR A PERIOD OF 36 (THIRTY SIX) MONTHS.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

14 LONG STREET

CAPE TOWN

GROUND FLOOR

SECURITY AREA AT GROUND FLOOR

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Ms Melissa Andrews	CONTACT PERSON	Ms Michelle Denner
TELEPHONE NUMBER	021 409 0526	TELEPHONE NUMBER	(021) 658 4334/082 419 5274
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	MelissaAn@dalrrd.gov.za	E-MAIL ADDRESS	michelle.denner@dalrrd.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



rural development
& land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SHARED SERVICES CENTRE: WESTERN CAPE, 14 LONG STREET, CAPE TOWN
Private Bag X9159, Cape Town, 8000 Tel: 021 409 0300 Web: www.DALRRD.gov.za

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD) ON BEHALF OF AN ENTITY.

“Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN submitting** a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION submitting** a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

In the case of a **PARTNERSHIP submitting** a tender, all **the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on 20 May 2000,

MR A.F JONES

has been duly authorised to sign all documents in connection with

Contract no CRDP 0006, and any contract which may arise there from,

on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS:

Managing Director

DATE:

20 May 2000

SIGNATURE OF SIGNATORY:

(Signature of A.F Jones)

As witnesses:

1.
2.

Signature of person authorised to sign the tender:

Date:



SSC WC Q16 (2023/2024) DALRRD: APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	
Bid number: SSC WC Q16 (2023/2024) DALRRD	
Closing Time 11:00	Closing date: 26 January 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

BID PRICE IN RSA CURRENCY
** (ALL APPLICABLE TAXES INCLUDED)

R

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

PRICING SCHEDULE

(Services)

NAME OF SERVICE PROVIDER:		
Bid No.: SSC WC Q16 (2023/24) DALRRD	Closing Date: 26 January 2024	Closing Time: 11:00

The accompanying information must be used for the formulation of proposals.

TOTAL PRICE R.....

Bid offer must remain valid for the period of 90 days after the closing date.

- All gardening equipment and materials **must be provided by the bidder.**
- Pricing must be fixed for the duration of the project. Only the wage increment based on a Department of Labour Sectorial wage determination and VAT changes will be considered.

A. PHASES OF CONTRACT

DESCRIPTION	TOTAL COST FOR THE PROJECT
PHASE 1	R.....
PHASE 2	R.....
PHASE 3	R.....
PHASE 4	R.....
TOTAL COST (EXCL VAT)	R.....

INITIAL.....

B. MONTHLY PROGRESS PAYMENTS OVER 36 MONTHS

MONTH NUMBER OF 36 MONTH CONTRACT	WORK TO BE COMPLETED	QUANTITY	PROGRESS PAYMENT
1	100% of Phase 1: Additions/Alterations of Gardens 100% of Phase 2: Extension and Maintenance of automated watering system Phase 4: top dressing of all grass areas. Fertilization of all flower beds	1	R.....
2	Start of Phase 3: Monthly maintenance	1	R.....
3 - 4	Phase 3: Monthly maintenance	2	R.....
5	Phase 3: Monthly maintenance Phase 4: Top dressing of all grass areas.	1	R.....
6	Phase 3: Monthly maintenance Phase 4: Fertilization of all flower beds.	1	R.....
7 - 10	Phase 3: Monthly maintenance	4	R.....
11	Phase 3: Monthly maintenance and Phase 4: Seasonal Pruning Replanting of die back	1	R.....
12	Phase 3: Monthly maintenance Phase 4: Fertilizing of all flower beds	1	R.....
13 - 15	Phase 3: Monthly maintenance	3	R.....
16	Phase 3: Monthly maintenance Phase 4: Top dressing of all grass areas.	1	R.....
17	Phase 3: Monthly maintenance	1	R.....
18	Phase 3: Monthly maintenance Phase 4: Fertilizing of all flower beds	1	R.....
19 - 22	Phase 3: Monthly maintenance	4	R.....

INITIAL.....

23	Phase 3: Monthly maintenance Phase 4: Seasonal Pruning Replanting of die back	1	R.....
24	Phase 3: Monthly maintenance Phase 4: Fertilizing of all flower beds	1	R.....
25 – 26	Phase 3: Monthly maintenance	2	R.....
27	Phase 3: Monthly maintenance Phase 4: Top dressing of all grass areas.	1	R.....
28 – 29	Phase 3: Monthly maintenance	2	R.....
30	Phase 3: Monthly maintenance Phase 4: Fertilizing of all flower beds	1	R.....
31 - 35	Phase 3: Monthly maintenance	5	R.....
36	Phase 3: Monthly maintenance Phase 4: Seasonal Pruning Replanting of die back Fertilizing of all flower beds	1	R.....
TOTAL COST OF CONTRACT (EXCL VAT)			R.....
VAT @ 15%			R.....
TOTAL COST OF CONTRACT (INCL VAT)			R.....

INITIAL.....

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**

2.2.1 If so, furnish particulars:

.....
.....

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.

2.3 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

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.

INITIAL.....

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 2022

PRICE QUOTATION PROCESS (UP TO R 1 MILLION)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender” for income-generating contracts** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically” Disadvantaged individuals** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to invitations to tender - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 2.2 To be completed by the organ of state
 - a) the applicable preference point system for this tender is the 80/20 preference point system.
 - b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state: The maximum points for this tender are allocated as follows:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor’s letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the

tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** x 10 ÷ 100 = number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** x 5 ÷ 100 = number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** x 2 ÷ 100 = number of points claimed.
- (IV) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** x 3 ÷ 100 = number of points claimed.

2.13 **It is important to note that failure by a tenderer to complete the table in paragraph in full, will result in points for specific goals not to be allocated.**

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply

and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

4.6 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub contracted?(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted: %
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:
.....

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 Company registration number:

6.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

INITIAL.....

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

6.4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>

INITIAL.....

TERMS OF REFERENCE

1. PURPOSE

The purpose of these Terms of Reference is for the appointment of a service provider to render gardening maintenance services to the Department of Agriculture, Land Reform and Rural Development at the Offices of the Chief Directorate: National Geospatial Information, Van der Sterr Building, 19 Rhodes Avenue, Mowbray, Western Cape for a period of thirty-six (36) months.

2. INTRODUCTION TO THE BID

The Department of Agriculture, Land Reform & Rural Development (The Department) requires best service possible at a competitive price and the service provider must ensure that its offer contains comprehensive and detailed information on the products and services offered.

The basis of the proposed Contract is that the service provider supplies full garden maintenance services in respect of the areas and charges the Department a fixed price for rendering such services. The successful bidder (contractor) will provide garden maintenance services as specified herein and in accordance with the standards set and the requirements of the client, on the terms and conditions as outlined in this document.

The garden maintenance services are required at Van Der Sterr Building, 19 Rhodes Avenue, Mowbray, Cape Town. The Department accommodates its personnel in this building and the annexes and requires such services in respect of this facility.

A bid is accordingly hereby invited for the provision of such services in accordance with the provisions of the specification documents forming part of this bid invitation.

3. CONTRACT PERIOD

This contract shall commence as per mutual agreement, for a period of thirty-six (36) months.

4. PHASES OF THE CONTRACT

This contract shall be completed in four phases as follows:

- 4.1 Phase 1: Additions/Alterations to the gardens;
- 4.2 Phase 2: Extension and Maintenance of current automated watering system;
- 4.3 Phase 3: Ongoing monthly maintenance;
- 4.4 Phase 4: Annual deep maintenance and fertilization.

5. MINIMUM REQUIREMENTS

5.1 The contract must include the supply of any materials, equipment in suitable working order, all travel costs and labour time, the cost of and completion of all phases of the contract, the delivery of any products relating to this contract and the removal of any waste matter generated as part of this contract to a municipal approved designated refuse site.

6. SITE LAYOUT

6.1 The site layout and areas of the gardens are shown on the sketch below:

CDNGI Garden - ongoing maintenance layout as at 2014/03/10

Totals	Garden		Lawn		Paved / Tared areas
	Irrigation / Weed free	Hand water / Weed free	Irrigation / Weed free	Hand water / Weed free	Weed free
A	550				
B			280		
C	70				
D		25			
E	95				
F		25			
G	90				
H		15			
I	85				
J	295				
K			1015		
L				260	
M		30			
N			460		
O		25			
P	75				

Legend

- Taps
- Flower_Pots
- Trees
- Garden
- Lawn
- Building
- ParkingLot
- Property



Note:

- 1) Taps marked 1 to 10
- 2) Diagram not to scale

7. SCOPE OF WORK & TASK DESCRIPTION

7.1 Phase 1: Additions/Alterations to the gardens

- 7.1.1 Planting of Bougainvillea, Cerise Pink, along Cecil Road at site L, with each plant not being further than two (2) metres apart.
- 7.1.2 Perimeter fencing along site P, excavation of soil and barb wire installed under the fence and covered with excavated soil.
- 7.1.3 Plants at site C, excepting the Frangipani and Strelitzia, to be relocated to site P. King Proteas to be planted in place, starting height of one (1) metre. Distance between Proteas not to be further than one (1) metre.
- 7.1.4 Phase 1 to be completed within one (1) month from date of appointment.

7.2 Phase 2: Extension and Maintenance of current automated watering system

- 7.2.1 The extension of the existing water system into sections H and L, with piping diameter of 25mm, on multi-station timing devices, connected to the municipal watering supply, with sufficient water to supply all the grassed areas and flower beds.
- 7.2.2 If required the multi-station timing devices shall be installed inside the Van der Sterr building, in prescribed offices, which will be indicated by the project manager. The installation may require drilling and equipment installation. The full system will become the property of the Department of Agriculture, Land Reform and Rural Development, even on termination of the contract.
- 7.2.3 The watering system shall be pre-programmed, with manual override, to supply all areas with a minimum of 25mm of water per day, every day in summer and twice per week during winter.
- 7.2.4 The watering system shall have the functionality of being switched off with no interruption to any station program.
- 7.2.5 The watering system shall be monitored on a fortnightly basis by the contractor and all necessary adjustments and repairs, including materials, are for the bidder's account. Such repairs could include leaking valves, holes in pipes or clogged sprayer heads, amongst others.
- 7.2.6 Should a major malfunction occur that is outside the control of the service provider, as a result of force majeure, this is to be reported immediately, in writing to the project manager, in order that the costs can be approved, and repairs speedily implemented.
- 7.2.7 Phase 2 to be completed within one (1) month from date of appointment.

7.3 Phase 3: Ongoing monthly maintenance

- 7.3.1 All lawn areas shall be cut and edged, including the areas around the parking area, outside board rooms, main entrance and bottom parking areas.
- 7.3.2 All lawns shall be cut using a good quality mower, suitable for the lawn. The mower blades shall be set at a cutting height of three (3) centimeters, or as agreed with the project manager at the time of cutting.
- 7.3.3 All areas where the lawn abuts onto footpaths shall be trimmed to a line running down the back edge of the footpath. The blade settings shall be checked prior to each cut.
- 7.3.4 Weed eaters shall only be used for trimming of the edges. Weed eaters shall not be used for trimming of the grass.
- 7.3.5 After mowing, all grass cuttings shall be removed from site, immediately.
- 7.3.6 All weeds shall be removed from any concrete or paved area, as well as the inside Courtyard area, and those areas shall be sprayed with a weed killer on a quarterly basis. The weed killer shall be applied in accordance with the manufacturer's specifications.
- 7.3.7 Localized areas where grass growth has been poor, shall be aerated at regular intervals. This process shall be completed once areas have been thoroughly watered.
- 7.3.8 All areas shall be kept weed free at all times. Hand weeding of the flower and grass areas shall be done, and all roots of weeds removed.
- 7.3.9 All pathways, the basement garage parking and inside Courtyard shall be swept on a monthly basis and all waste generated as part of this process shall be removed from site upon completion of each monthly visit.
- 7.3.10 The square and round container pots planted with lollipop trees, trimmed and maintained.
- 7.3.11 Phase 3 commences in month 2 of the contract.

7.4 Phase 4: Annual deep maintenance and fertilization

- 7.4.1 Seasonal pruning and specialist tree felling maintenance shall be carried out on an annual basis, in consultation with the project manager. This will be done in months eleven (11), twenty-three (23) and thirty six (36) of the contract.
- 7.4.2 All waste generated during this process shall be removed from site immediately.
- 7.4.3 A suitable fertilizer, as agreed with the project manager, is to be applied bi-annually, in accordance with the manufacturer's specifications, to all flower beds in months one (1), six (6), twelve (12), eighteen (18), twenty-four (24) and thirty (30) of the contract.
- 7.4.4 After fertilization, all areas shall be thoroughly watered.
- 7.4.5 All lawn areas shall be top dressed with a weed free top dressing to a depth of 4 centimetres, at start of contract, and during August of each year. No additional sand to

be mixed in with the top dressing. Top dressing of grass to take place during months one (1), five (5), sixteen (16) and twenty-seven (27) of the contract.

- 7.4.6 Care shall be taken to avoid damage to plants and plant roots during the fertilization process.
- 7.4.7 Should any plants die due to overzealous fertilization, their replacement will be for the bidder's account.
- 7.4.8 As part of the annual deep maintenance, any areas where die back has occurred historically or occurs naturally, shall be replanted by division using the plant type originally present in that area, if the plant type allows. This will be for the bidder's account. This will be done in months eleven (11), twenty-three (23) and thirty-six (36) of the contract.
- 7.4.9 Phase 4 to be undertaken in months five (5), sixteen (16) and twenty-seven (27) of the contract.

8. GENERAL RESPONSIBILITIES RELATING TO RENDERING OF THE REQUIRED GARDEN SERVICES

The Service Provider shall comply fully with the following general responsibilities relating to the Services:

8.1 Materials and Tools

- 8.1.1 The service provider shall be responsible for the supply, maintenance and operation (including fuel) of any tools used in the completion of the services required.
- 8.1.2 All equipment used for the completion of the services required shall be maintained in good working order at all times.
- 8.1.3 Servicing of equipment shall be carried out on a regular basis in accordance with the manufacturer's recommendations.
- 8.1.4 The bidder shall be responsible for the immediate replacement of any item of equipment that fails beyond repair.
- 8.1.5 Survey Services have made available a trailer and caravan for use by the gardening team.

8.2 Uniforms and Clothing

- 8.2.1 The service provider shall provide all its staff with protective clothing of uniform colour and styles, clearly marked with the company name and fully compliant with Occupational Health and Safety standards.
- 8.2.2 All staff shall wear name tags and be subjected for security clearance by the DALRRD.

8.2.3 The clothing shall be maintained in a neat, tidy and clean condition at all times.

8.3 **Service times**

8.3.1 The services shall be provided as stipulated with core service times for gardening services being weekdays from 07h00 – 15h00 daily.

9. **PERFORMANCE MANAGEMENT**

9.1 The service provider shall develop and implement procedures to identify, prevent and ensure the non-recurrence of defective services.

9.2 The service provider shall give all valid service complaints, suggestions and constructive criticisms from DALRRD and users of its service adequate attention. The service provider shall therefore be required to operate a complaint procedure, which is approved by DALRRD.

9.3 Regular inspections will be carried out by the DALRRD project manager to monitor the standard and quality of the services provided. The project manager shall be entitled to instruct the service provider to rectify any breach of the specification forthwith, failure of which will entitle the DALRRD to exercise its remedies stipulated in this contract of the Accounting Officer's Supply Chain Management system.

9.4 Staff of the service provider must at all times heed the security arrangements applicable to the place of delivery and obey the instructions of the responsible officer in this regard. The company must ensure that the worker and replacement workers are security screened and a report should be available on request by the DALRRD.

10. **REPORTING LINES**

10.1 The CD: NGI undertakes to provide a liaison official, serving as the project manager, to act as the primary contact between the CD: NGI and the service provider.

10.2 The service provider shall provide the garden services in accordance with the service specifications and service levels detailed in this contract and as may be required by the project manager from time to time in terms of reactive gardening demands.

10.3 The Service Provider shall give all valid service complaints, suggestions and constructive criticisms from the CD: NGI, and its service users. The Service Provider shall therefore be required to operate a complaint procedure, which is approved by the CD: NGI.

11. **PRICING**

11.1 The service provider must submit details regarding the price per phase 1, 2 and 4, as

well as a monthly cost for Phase 3, consolidated for a total of 36 months.

- 11.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX** for the contract duration.

12. PAYMENT TERMS

- 12.1 The DALRRD undertakes to pay the contractor within thirty (30) days for the work done to its satisfaction, upon the presentation of an invoice which will be signed off by the project manager. No payment will be made in instances where there is outstanding work that was not satisfactorily performed by the service provider.
- 12.2 Unless agreed otherwise, the fee stipulated by the service provider shall be fixed for the duration of this contract.

13. MANDATORY REQUIREMENTS

NB: Failure to comply with the following requirements and / or to submit the following documents with the proposal will disqualify the bidder's proposal. All required certification in this bid must be certified and not be older than 6 months from date of certification.

- 13.1 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.
- 13.2 Only duly authorized signatories must sign the original and all copies of the bid offer where required:
 - 13.2.1 In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.
 - 13.2.2 In the case of a **COMPANY** submitting a bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
 - 13.2.3 In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
 - 13.2.4 In the case of a **PARTNERSHIP** submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
 - 13.2.5 In the case of a **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture to sign the documents on behalf of the Joint Venture.

- 13.3 Attendance of the Compulsory Briefing session and the Compulsory Site inspection as indicated in the signing of the attendance register. Failure to attend both the Compulsory Briefing session and the Compulsory Site Inspection will lead to disqualification of bidders.
- 13.4 Attached a valid Tax Clearance certificate/provide a Compliance Tax Status Pin on the space provided on the SBD1 form;
- 13.5 Where a consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements as proof;
- 13.6 The pricing schedule, SBD 3.1, must be completed in full. No replication of this document will be accepted. No pricing schedule other than the SBD 3.1 will be accepted. Therefore, **failure to complete that attached SBD 3.1 (pricing schedule) on its original form will lead to disqualification.**
- 13.7 The bidder must be registered on the National Treasury Central Supplier database and attach a report as proof or provide registration number (MAAA) in the space provided on the SBD1 form.
- 13.8 If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof thereof or letter containing the registration number (MAAA).

14. EVALUATION CRITERIA

Bid proposals that meet all the requirements of these Terms of Reference will be evaluated in accordance with the PPR 2022, being regulations formed under the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

This bid will be evaluated in three phases, where the first phase comprises compliance to the mandatory requirements. Phase two will be an evaluation on technical mandatory requirements. Phase three will be an evaluation based on the 80/20 preference points system.

- 14.1 **Phase 1: Mandatory requirements** as specified in paragraphs 13 and 14 above. Failure to meet the requirements and submission of the **required documents with the proposal will automatically disqualify the bidder's proposal.**
- 14.2 **Phase 2: Technical Mandatory requirements**, will be evaluated individually by members of the bid evaluation committee in accordance with the criteria as specified in the document. Bidders that do not meet the technical requirements will not be further evaluated and will be deemed non-complaint.

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	COMPLIANCE	NON-COMPLIANCE
1. ABILITY AND CAPABILITY	Company experience, as indicated in attached reference letters/testimonials from clients in the following aspects: NB: Proof should include value and duration of projects.		
	Experience of the company in a landscaping industry, including the laying of grass, layout of garden beds and laying chip stone in large areas.		
	Experience of the company in the gardening services and maintenance of gardens.		
	Experience of the company in the installation and maintenance of irrigation systems on sites of a similar nature in size.		
3. METHODOLOGY	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.		

Assessment Criterion	Minimum Criterion
<p>Company experience, as indicated in the attached reference letters/testimonials from clients in the follow aspect:</p> <p>NB: Proof should include the duration of projects.</p> <p>Experience of the company in a landscaping industry, including the laying of grass, layout of garden beds.</p>	<p>Managed and completed 3-4 landscaping projects, with suitable references from clients, each contract being at least 6 months in duration.</p>
<p>Company experience, as indicated in the attached reference letters/testimonials from clients in the follow aspect:</p> <p>NB: Proof should include the duration of projects.</p> <p>Experience of the company in the gardening services and maintenance of gardens.</p>	<p>Managed and completed 3-4 gardening services projects, with suitable references from clients, each contract being at least 12 months in duration.</p>
<p>Company experience, as indicated in the attached reference letters/testimonials from clients in the follow aspect:</p> <p>NB: Proof should include the duration of projects.</p> <p>Experience of the company in the installation and maintenance of irrigation systems on sites of a similar nature in size.</p>	<p>Managed and completed 3-4 irrigation projects, with suitable references from clients, each contract being at least 3 months in duration.</p>
<p>Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed.</p>	<p>Schedule of work in accordance with site layout plan, attached in line with scope of work and a weekly planned schedule.</p>

14.3 **Phase 3: 80/20 principle will be applied in terms of the Preferential Procurement Regulations 2022, pertaining to the PPPFA Act No. 5 of 2000.** During this phase, bidders will be further evaluated based on 80 points for price and 20 points for preference attaining the specific goals in accordance with the table below:

<u>Specific Goals</u>	<u>Number of Points</u>
Historically Disadvantaged Individuals (HDI)	10
Who is female	5
Who has a disability	2
Who is youth	3

The number of points claimed for specific goals, are calculated as follow:

- (i) A maximum of 10 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity x 10 / 100 = number of points claimed.**
- (ii) A maximum of 5 points may be allocated to tenderers who is female, on the following basis:
 - **Percentage ownership equity x 5 / 100 = number of points claimed.**
- (iii) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity x 2 / 100 = number of points claimed.**

(iv) A maximum of 3 points may be allocated to tenderers who are youth, on the following basis:

- **Percentage ownership equity x 3 / 100 = number of points claimed.**

15. BID CONDITIONS

- 15.1 Apart from any Special Conditions stipulated in this bid, the General Conditions of Contract (GCC) shall also apply.
- 15.2 **NOTE:** Bidders shall familiarize themselves with the General Conditions of Contract (GCC) prior to submitting proposals.

16. TERMS AND CONDITIONS

- 16.1 General Contract Conditions (GCC);
- 16.2 Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity;
- 16.3 SBD 1: Invitation to Bid;
- 16.4 SBD 2: Tax Clearance requirements;
- 16.5 SBD 3.1: Pricing Schedule – Firm Prices (Purchase);
- 16.6 SBD 4: Declaration of Interest;
- 16.7 SBD 6.1: Preference Points Claim Form

17. TERMS AND CONDITIONS OF PROPOSAL

- 17.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management General Contract Conditions.
- 17.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this bid will result in disqualification.
- 17.3 The Service Provider's supervisor, who shall be identified in writing to the Departmental representative and empowered to act for him, shall constantly be present on-site during servicing times. The Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with workers.
- 17.4 All Acts and Regulations relating to gardening services must be adhered to by the Service Provider. All equipment and gardening material must

comply with the South African National Standards and Occupational and Health and Safety Act and regulations; and must be of a high quality, in accordance with SABS quality management system.

- 17.5 No equipment, utensils or detergents that may damage the buildings, fittings and persons shall be used. The Department has the right to reject such.
- 17.6 Any shortcoming in these terms of reference must be identified by the service provider prior to the awarding of the contract. Any shortcoming identified by the service provider after the contract has been awarded and that which would have an impact on the contract price will be for the account of the service provider.
- 17.7 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the DALRRD may cancel the contract within one month's notice.
- 17.8 In the case of a Partnership, Close Corporation or a Company, an affidavit reflecting the names, identify numbers and addresses of the partners, members or directors (as the case may be) must be submitted together with a copy of the latest audited financial statements.

18. RESPONSIBILITY OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

- 18.1 The Department of Agriculture, Land Reform and Rural Development shall:
 - 18.1.1 Conduct business in a courteous and professional manner with the service provider.
 - 18.1.2 Not accept responsibility/liability of accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
 - 18.1.3 Not accept responsibility/liability for any damages suffered by the service provider or the personnel for the duration of the contract.
 - 18.1.4 The DALRRD shall enter into a service level agreement (SLA) upon appointment of the suitable service provider. These terms and conditions will also form part of the service level agreement.
 - 18.1.5 Not accept responsibility for the safeguarding of the gardening equipment and detergents.
- 18.2 The DALRRD shall provide free of charge all necessary light, water, power, change rooms and other facilities that may be required by the Contract to perform its services.

Survey Services have made available a trailer and caravan for use by the gardening team.

- 18.3 Safe access to the premises at all reasonable times in order that the Contractor may carry out its obligations in terms of the contract.
- 18.4 All necessary documentation to meet with the Departmental Security protocol requirements.
- 18.5 All the contractor's employees are to be security screened and vetted before being allowed onto the site. The DALRRD reserves the right to inform the contractor to remove a member of their staff should they pose any risk to security of the DALRRD.

19 RESPONSIBILITY OF THE CONTRACTOR

- 19.1 The contractor shall:
 - 19.1.1 Provide everything necessary for the proper execution of the gardening works in terms of these terms of reference.
 - 19.1.2 Maintain its equipment in good order and be OHS compliant.
 - 19.1.3 Ensure that fair labour practices are complied with.
 - 19.1.4 Observe and comply with all statutory Conditions of Employment as to wages and contributions, employment contracts for Contractor employees, hours of work, overtime or leave applicable to the relevant industry.
 - 19.1.5 Supply an adequate labour force in order to render an acceptable standard of service to the Department. This labour force is to conduct itself in an efficient and professional manner, and in carrying out their duties, and must keep disturbances to the staff of the building to a minimum.
 - 19.1.6 The supervisor shall attend to any problems or complaints that may arise, and directives given to him/her by the Departmental representatives shall be deemed to be given to the contractor.
 - 19.1.7 Keep the facilities provided clean and tidy and available for inspection by DALRRD upon request.
 - 19.1.8 Conform to laws, regulations or by-laws of any department of state, provincial administration or local authority which may be applicable hereto.
 - 19.1.9 Comply with departmental security and emergency regulations and procedures.
 - 19.1.10 Demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

19.1.11 Ensure that all staff employed is properly uniformed in protective clothing with identification/name tags.

19.1.12 Ensure that the Department is informed of any removal or replacement of personnel for security reasons.

20 OBSERVANCE OF OCCUPATIONAL HEALTH & SAFETY ACT (OHS)

20.1 All prescribed OHS and Covid19 regulations by the Department of Labour, Department of Health & Local Authorities having a bearing on this contract shall be meticulously observed by the successful bidder.

20.2 The successful bidder shall be compelled to display neat caution signboards or mobile notices, of which the size and design must be clearly visible in areas where his employees are busy working.

20.3 The successful bidder shall not use or store any poisonous or highly flammable substances and other hazardous chemicals on the premises of the client department.

20.4

21 INCEPTION OF CONTRACT

21.1 The contract will come into effect by mutual agreement, and this bidder will render such services with effect from that date. Bidders must be in a position to introduce their services as outlined above. The contract shall be for a period of three (3) years.

22 PERFORMANCE REVIEWS

22.1 In the duration of this contract, performance review meetings shall be held monthly and shall be attended by the Facilities Manager and the Service Provider's Gardening Project Officer and Contract Management.

22.2 Agenda items for these meetings shall include a minimum of the following:

22.2.1 Discussion of required amendments to this Contract;

22.2.2 Where consensus is reached, such changes in writing and incorporating such changes into this Contract;

22.2.3 Service Control Information;

22.2.4 Findings of the periodic service checks;

22.2.5 Service costs and/or invoices;

22.2.6 Performance of the Service Provider.

23 DETAILS OF THE SERVICE PROVIDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

23.1 The service provider should provide full details regarding the service provider's nearest office to the premises at which the garden services are to be provided. In order to ensure the effective provision of the garden services, the service provider is required to have an office in Cape Town Metropolitan Area from where the services are to be provided for the duration of the contract.

24 ACCEPTANCE OF SERVICE PROVIDER'S BID

24.1 The Supply Chain Management Component or the DALRRD (as the case may be) does not bind itself to accept the lowest or any other tender and reserves the right to accept the bid which it deems to be in the best interest of the State, even if it implies a waiver by the Supply Chain Management Component or the DALRRD (as the case may be) considers it to be of minor importance and not complied with by the Service Provider.

25 COMPLIANCE REQUIREMENTS

25.1 Where both a quality standard and an agreed frequency are stipulated in respect of a responsibility, the Service Provider shall be required to comply with both the quality and the frequency standard.

26 BREACH AND TERMINATION OF CONTRACT

26.1 The DALRRD and the Service Provider shall each appoint a Project Manager and Gardening Services Project Officer (CPO) respectively who shall work in close co-operation in order to facilitate the flow of information, solving of problems, accounts, payments, etc. between the parties.

26.2 The Service Provider must keep to general acceptable accounting practices and will keep all accounting records in respect of rendering of the Gardening Services.

26.3 The accounting period shall run from the 1st day until the last day of each month.

26.4 The amount claimed monthly from the DALRRD in respect of Gardening Services shall not exceed the amount tendered as per the financial

summary attached to the tender conditions.

- 26.5 Claims for payment of the monthly fee in respect of the Gardening Services must be submitted to the invoice nodal point on the official invoices of the Service Provider's organization, emailed to invoices.wc@dalrrd.gov.za
- 26.6 The Project Manager shall certify as correct, each monthly invoice submitted for payment by the Service Provider.
- 26.7 The Project Manager shall also have the final responsibility to ensure that the service rendered by the Service Provider conforms to the specifications of the contract.
- 26.8 It is hereby agreed that payment of accounts received by the DALRRD in terms of the services rendered, shall be effected within 30 days after receipt of a correctly completed and certified account. The DALRRD does not accept responsibility for delays in payment due to faulty accounts being submitted.

27 SECURITY AND CONFIDENTIALITY OF INFORMATION

- 27.1 The successful bidders must undertake to disclose information relating to the contract only in terms of the Service Level Agreement (SLA) and only to the parties stipulated in the SLA, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the DALRRD.

28 LIABILITY

- 28.1 The Contractor will indemnify, protect, defend and hold harmless the DALRRD from and against any and all claims, demands, actions and proceedings whatsoever including all fees, cost and expenses incurred in respect thereof and arising out of:
 - 28.1.1 Any claim in respect of any taxes payable by the Contractor.
 - 28.1.2 Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (SA) or for any loss for which the Contractor is liable.
 - 28.1.3 Any claim in respect of the Occupational Health and Safety Act.
 - 28.1.4 Any claim by any third person including any employees of the DALRRD or of the Contractor for any loss resulting from any bodily injury and/or damage to property by an act or omission of the Contractor or any of its employees, servants or agents.

29 WORK WEEK

- 29.1 The Contract will provide the DALRRD with its service as required, with the working week being from Monday to Friday.
- 29.2 Working hours for gardening contract are from 07h00 to 15h00.
- 29.3 Should services be required outside of the working hours for the gardening contract, these will be performed strictly in accordance with mutual agreement and such agreement shall be in writing.

30 ADDITIONAL SERVICES

- 30.1 Any modifications to the agreed specification or working hours of the contract shall be valued and agreed in writing between the parties, prior to commencement of work.

31 DEFAULT BY CONTRACTOR

- 31.1 The stipulation of the Accounting Officer's Supply Chain Management System paragraph 9.4 apply in particular cases of any failure to comply with any of the Conditions of Contract, or where an unsatisfactory service is rendered.
- 31.2 Where an unsatisfactory service has been rendered, if after receiving written notice from the DALRRD to remedy same, and such default continues for seven (7) days, the DALRRD may, without cancelling the contract, be entitled to arrange for the execution of any service not rendered in conforming with this specification. Any adverse differences in the price plus costs to the department will be for the Contractor's account.
- 31.3 Should such default continue for fourteen (14) days after a registered letter to the Contractor from the DALRRD, the DALRRD may, without prejudice to any other rights in terms of the contract or in Law, by registered post, terminate the contract.

32 MONITORING OF SERVICES

- 32.1 The DALRRD will appoint a staff member, as Project Manager, in the building who will monitor the contract on its behalf. The contractor's representative is to accompany the appointed staff member on monthly inspections regarding quality of service rendered and will also attend to

any complaints as and when they arise. All such complaints will be delivered to the contractor's representative by the appointed staff member and are to be attended to within 24 hours.

- 32.2 Prior to submission of the monthly application for payment, the Project Manager must certify that the service has been delivered to his satisfaction before the payment is effected.

33 GENERAL

- 33.1 No departure or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfilment has been agreed to in writing through the agency of the Departmental Bid Committee.
- 33.2 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the agency of the Departmental Bid Committee.
- 33.3 **Should the contract alienate his rights and liabilities in terms of this contract, he/she must notify the Director General: DALRRD immediately, so that the necessary steps for the cession of the contract can be taken.**

34 CHANGES IN THE SCOPE OF CONTRACT

- 34.1 In the event of any building or section thereof becoming unoccupied or alternatively previously occupied areas becoming utilized during the currency of the contract, the Contract Management shall inform the contractor accordingly, so as to cease/start with the service in that particular building.
- 34.2 In the event that the offices need to relocate, this contract may be cancelled.
- 34.3 One (1) months' notice in writing, shall be given to the contractor with regards to change in scope.
- 34.4 When the need arises, the contractor will be asked by the Department to quote for that specific job/task.

35 PUBLICATION OF BID DOCUMENT

ADVERT PERIOD: 14 days

PUBLICATION DATE: 11 January 2024

CLOSING DATE: 26 January 2024

IT IS THE PROSPECTIVE BIDDER'S RESPONSIBILITY TO ENSURE THAT COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE THE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS OF THE DALRRD.

36 OBTAINABILITY OF BID DOCUMENT

The bid document will be available on the departmental website or the National Treasury e-tender portal site (current tenders).

37 CONTACT PERSONS

<u>No</u>	<u>Name</u>	<u>Day Contact</u>	<u>Email Address</u>
1	Ms Melissa Andrews	021 409 0526	MelissaAn@dalrrd.gov.za
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