



Province of the
EASTERN CAPE
HEALTH

PART A
INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ALFRED NZO HEALTH DISTRICT

BID NUMBER:	SCMU3-22/23-0339-AL	CLOSING DATE:	10 OCTOBER 2022	CLOSING TIME:	11H00
DESCRIPTION:	PROVISION OF GARDENING SERVICES AT VARIOUS ALFRED NZO DISTRICT HEALTH FACILITIES FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.				
NON-COMPULSORY BID BRIEFING:	Alfred Nzo District Office 81 Murray Street KOKSTAD AND Virtually as per Teams link provided on Advertisement	BRIEFING DATE:	21 SEPTEMBER 2022	BRIEFING TIME:	11H00

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED NEXT TO SECURITY GATE AT:

Department of Health (Eastern Cape)

Alfred Nzo Health District Office

81 Murray Street

KOKSTAD

4700

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

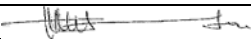
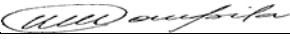
CONTACT PERSON	MR. T. NTSONDA	CONTACT PERSON	MRS. Z. LURWENGU
TELEPHONE NUMBER	(039) 797 6076	TELEPHONE NUMBER	(039) 797 6014
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	titus.ntsonda@echealth.gov.za	E-MAIL ADDRESS	zoliswa.lurwengu@echealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		
Reviewed By		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ 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.				

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.
3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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."

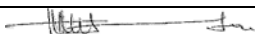
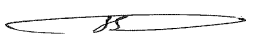
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

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1. Table of Contents

Part 1 – Conditions of Bid

Part 2 – Conditions of Contract and Operational Requirements

Part 3 – Bid Strategy

Part 4 – Specifications

Part 5 - Bid Forms and related documentation

Schedule A- General conditions of Contract

Schedule B- Tax Clearance Requirements

Schedule C- Pricing Schedule (SBD 3.2)

Schedule D- Declaration of Interest (SBD 4)

Schedule E - Qualifications and experience

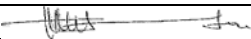
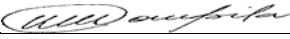
Schedule F- Organisation type

Schedule G- Organisational Structure

Schedule H- Details of Bidder's nearest office

Schedule I- Financial Particulars

Schedule J- Preference Points Claim Forms (SBD 6.1)

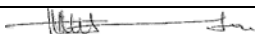
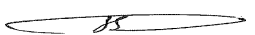
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2. Definitions

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising 1. The cover page and the table of content and definitions 2. Part 1 which details the Conditions of Bid; 3. Part 2 which details the Conditions of Contract and Operational Requirements; 4. Part 3 which details the bid strategy 5. Part 4 which details the Specification relating to the Technology / Services 6. Part 5 which contains all the requisite bid forms and certificates; As read with GCC–<i>General Conditions of Contract</i>
Goods	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

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PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

The Eastern Cape Department of Health intends to engage suitably qualified suppliers for provision of Gardening Services to Alfred Nzo Health District Institutions which are 4 (Four) (Hospitals, 1 (One)) District Office, 1 (One) EMS Base, 2 (Two) Community Health Centres (CHC) and 72 (Seventy-Two) Clinics for a period of 36 months.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with their bids. Bidder must take careful note of the special conditions.

2.2 **All bids submitted in response to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

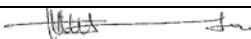
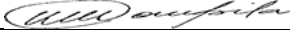
5. BID BRIEFING

Non-compulsory briefing session will be conducted through as per the details indicated on the cover page. The briefing will be both Physical and Virtual.

The details of the briefing session are indicated on the cover page of the bid. Bidders will be required to sign the attendance register at the briefing session.

6. TAX CLEARANCE

Tax Clearance Compliance Verification will be done with the CSD and SARS.

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7. PRICING

- 7.1 The bidder must submit details regarding the bid price for Goods/Services on the Pricing Schedule form/s attached as Part 5 – Schedule C which completed form/s must be submitted together with the bid documents.
- 7.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX. Employees compensation must be according to Minimum wages as stipulated by Department of Labour.**
- 7.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule C.

8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule D.

9. QUALIFICATIONS OF BIDDERS

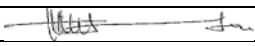
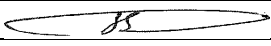
Bidders must submit detailed information that is reference letter together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule E.

10. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule F

11. CONSORTIUM/JOINT VENTURE

- 11.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 11.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
- 11.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;
- 11.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
- 11.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;
- 11.2.4 **Each party to the Consortium must submit a consolidated BBBEE Status Level Verification certificate for every separate bid.**
- 11.2.6 **A copy of the agreement entered into by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.

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12. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

13. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule H which completed form, must be submitted together with the bid.

14. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars (financial letter from accredited financial institution) should be submitted together with the bid on the form attached as Part 5- Schedule I. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive.

15. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule J contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

16. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

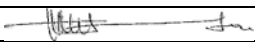
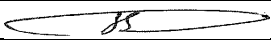
17. ACCEPTANCE OF BIDS

The ECDoH does not bind itself to accept either the lowest or any other bid 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 State, the ECDoH, of certain requirements which the ECDoH, considers to be of minor importance and not complied with by the bidder.

18. NO RIGHTS OR CLAIMS

18.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

18.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

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19. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 19.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.
- 19.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder 1may be subject to security clearance prior to commencement of the Services.

20. ACCURACY OF INFORMATION

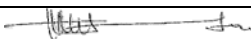
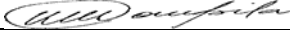
- 20.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 20.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

21. COMPETITION

- 21.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 21.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. `89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 21.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make; they are encouraged to discuss their position with the competition authorities before submitting response.
- 21.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

22. RESERVATION OF RIGHTS

- 22.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 22.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 22.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 22.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 22.5 Award the bid to more than one bidder.

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23. EVALUATION CRITERIA

23.1 The bid will be evaluated as follows:

- (a) Stage 1: Administrative compliance /pre-qualification
- (b) Stage 2: Functionality
- (c) Stage 3: Price and B-BBEE Points

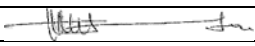
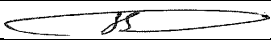
These stages are further detailed below:

23.2 Stage 1: Administrative Compliance/ Pre-qualification Evaluation

- 23.2.1 ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by ECDOH in order to determine whether a bid complies in this regard.
- 23.2.2 Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- 23.2.3 Reject the Bid in question and not to evaluate it at all;
- 23.2.4 Give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
- 23.2.5 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid
- 23.2.6 The Department reserves the right to verify legitimacy of all provided information and documents and any bidder found to have provided falsified information or documents will be disqualified.

23.3 The following Pre-qualification criteria shall apply:

- 23.3.1 The bid documentation must be completed comprehensively and correctly.
- 23.3.2 Declaration forms SBD 4 and SBD 6.1 must be fully completed and signed.
- 23.3.3 Bidders must be a legal entity or partnership (consortium/joint ventures are acceptable subject to Paragraph 11 of Part 1 of the Bid Document).
- 23.3.4 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 member's persons in the service of the state.

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23.3.5 Bidders must have provided supporting documentation as per the bid requirements.

23.3.6 Over-writing and use of liquid eraser (Tippex) is not permitted in the bid documents, but bidders should cancel instead and sign next to their cancellation. Only the provided pricing schedule (Schedule C) is to be used for pricing.

23.3.7 All bidders must be registered on Central Supplier Database (CSD) on the date of submission of their bid documents, a proof of registration e.g. a printout from CSD must be attached on the bid document.

23.3.8 Verification of Tax Compliance Status on CSD.

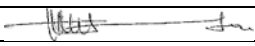
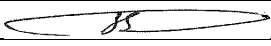
Prospective bidders are required to submit the following documentation for quality administrative compliance:

#	<i>Requirement</i>	Complied	
		YES	NO
A	Invitation to Bid (SBD1) completed and signed		
B	Pricing Schedule (SBD 3.2)		
C	Declaration of Interest (SBD 4)		
D	Preferential Points Claim (SBD 6.1)		
E	JV agreement (if applicable)		
F	Printout from CSD as proof of registration on CSD		

24 Stage 2: Functionality Evaluation

24.1 All points scored by qualifying bidders will not be taken into consideration for price evaluation.

24.2 The following evaluation Functionality Scoring Matrix is applicable. Prospective bidders are required to obtain a minimum threshold of **60 points out of 100** points to proceed to the next stage of price evaluation. Any bidder(s) who do not meet the required threshold will be disqualified and not considered any further.

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Functionality Evaluation Scoring:

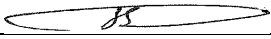
Bidder must obtain a minimum threshold of **60 points out 100 points** to proceed to the next stage.

A bidder who scores less than 60 points will not be considered further.

No	Criteria	Description/Sub-Criteria	Max Score	Required Evidence
1	Experience	Work Experience in Gardening Services industry. - Less than a year 1 - 5 years 6 - 10 years 10 years and more	60 15 30 45 60	Signed and Stamped Project Reference form from current and previous clients for similar services clearly stating the name of the Client, duration of the contract, contract start and date, bid value and performance of the bidder. NB: Points will only be allocated if the bidder has submitted the Project Reference Form as provided in this bid document (Pages 13-14). Project reference form must be stamped and signed by the reference (client).
2	Local Economic Development (LED)	Location of the bidder's business: - Within Alfred Nzo District - Outside Alfred Nzo District but within the Eastern Cape Province - Outside the Eastern Cape Province	40 40 25 10	Municipal account of the business or; Lease agreement of the business premises or; Proof of residence of the company director(s) as signed by the relevant councilor And Affidavit on which the bidder must provide the location of their business premises.
TOTAL			100	

PLEASE NOTE:

A bidder that scores less than 60 points out of 100 points with respect to functionality will be regarded as submitting a non-responsive bid and will be disqualified.

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PROJECT REFERENCE

PROJECT REFERENCE FORM - RETURNABLE

Project title:	
Bid No:	
Project title:	
Bid No:	
Project title:	
Bid No:	

Note: This returnable document must be completed by the referee to whom services of similar nature, scope, complexity and value was completed successfully by the bidder.

I, (name and surname)

..... (company name)

Declare that I was the recipient (client) of the following **Gardening Services** which was successfully executed

by (name of bidder)

Project Name:

Project Location:.....

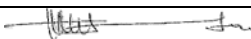
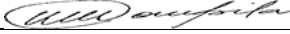
Commencement Date: Completion date:

Duration of the contract.....

Contract Value:

A. Please score the performance of the Bidder on the abovementioned project, by inserting "Yes" in the relevant box below:

	Very poor	Poor	Fair	Good	Excellent
Experience					
Quality and Performance					
Personnel					

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B. Would you consider/recommend working with this bidder

Yes	No

C. Any other comments:

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

D. Cell No. E. Office No.....

F. Fax No. G. E-mail:

This signed at on thisday of

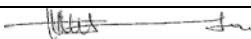
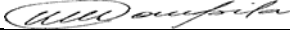
Signature of the Reference (Client).....

Business Stamp of the Reference (Client)

--

*Note to Bidder: Referee (Client) will be contacted to verify the above.

If the reference is not contactable, no points will be awarded.

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26. Stage 3: Price and Preference Evaluation

- 26.1. Responsive bids which comply to the 3rd stage evaluation (Local production and content) will be evaluated on the 80/20-preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Preferential Regulations, 2017. The 80 points will be allocated for price and 20 points for attaining the B-BBEE status level contributor.

In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Act (Act 5 of 2000), responsive bids will be adjudicated by the department on the 80/20- preference points system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

The following formula will be used to calculate the points for price:

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

P min

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

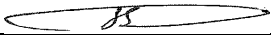
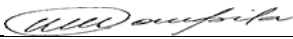
Pmin = Comparative price of lowest acceptable bid

A maximum of 20 points may be allocated to bidders for attaining their B-BBEE status level of contributor in accordance with the table below:

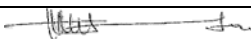
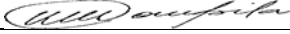
B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

N.B: Bidders are required to submit, together with their bids, original and valid B-BBEE status level verification certificates or certified copies or sworn affidavit to substantiate their B-BBEE rating claims.

- 26.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non- Compliant contributor. Such a bidders will score 0 out of maximum of 20 points for B-BBEE.

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- 26.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level points.
- 26.4 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 26.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency or a Sworn Affidavit for Emerging Micro Enterprise (EME's) and Qualifying Small Enterprise (QSE's) will be considered for preference points.
- 26.6 The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regards to preference.
- 26.7 The total points scored will be rounded off to the nearest 2 decimals.
- 26.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 26.9 However, when functionality is part of evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest functionality.
- 26.10 Should two or more bids equal in all respects, the award shall be decided by drawing of lots.
- 26.11 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

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PART 2

Conditions of Contract and Operational Requirements

1. Contract

The contract of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for the future support while the contract is in force.

2. Fees and charges

- 2.1 The stipulated bid prices shall be firm for the year 1, year 2 and year 3, there will be no price adjustment allowed during the contract period.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. General Responsibilities of the Contractor

3.1 The ECDoH's operational requirements. The contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

3.2 Problem identification and reporting. The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, contractor shall:-

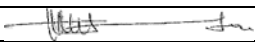
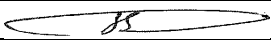
3.3 Other Service Providers The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the ECDoH, co-operate fully with such persons.

3.4 Regulations and statutes The contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 Compliance with procedures.

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

- 3.6 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.
- 3.7 Should the ECDoH at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such

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personnel member access to the relevant premises and require contractor to replace such person without delay.

3.8 Contractor's procedures The contractor shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution**

Provide the ECDoH with copies of all contractor's operating procedures and processes relating to the Services;

3.9 Provision of Services in clean and tidy manner. The contractor shall ensure that the Services are provided in a clean and tidy manner.

3.10 Service reports: The contractor shall, upon written request from the ECDoH or its appointed Hospital Manager, provide the ECDoH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract.

4. Hazardous materials

The contractor will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor quality products.

6. Fire Risks

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDoH/Institution and take such remedial action as may be necessary.

7. Energy Management

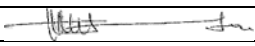
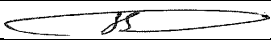
The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

8. Occupational Health and Safety

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The contractor :-

1. acknowledges that he is fully aware of the terms and conditions of the Act;
2. acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
3. agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

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9. Service Level Agreement

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

10. performance measurement provisions

10.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

10.2 Compliance.

For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- 10.2.1 with reference to reports provided by contractor;
- 10.2.2 with reference to reports or complaints received from third parties;
- 10.2.3 by means of user satisfaction surveys conducted by ECDoH
- 10.2.4 by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

10.3 Records.

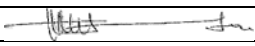
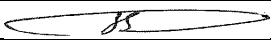
Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

10.4 Measurement of performance

1. Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
2. Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.
3. User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

10.5 Results of checks, audits and surveys

ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that contractor can prove otherwise be binding on contractor and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

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11. Breach and Termination

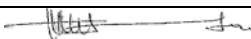
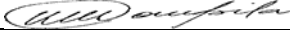
Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

12. **Loss and Damage**

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

13. **Sub-Contractors:**

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDoH (or any other authorized authority) and then only to a person and to the extent approved by the ECDoH or such authority and upon such terms and conditions as the ECDoH or such authority require. It is recorded that where such consent is given contractor shall remain liable to ECDoH for the performance of the Services.

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PART 3

BID STRATEGY

Bid No.	SCMU3-22/23-0339-AL
Bid Description	PROVISION OF GARDENING SERVICES AT VARIOUS ALFRED NZO DISTRICT HEALTH FACILITIES FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

1. Purpose

1.1. The purpose is to engage suitably qualified bidder to provide of gardening services to Alfred Nzo District facilities / institutions which are as follows: One (1) District Office, one (1) EMS base, five (5) Hospitals, two (2) Community Centre (CHC) and seventy-two (72) Clinics which have been clustered in four clusters. The ECDoH intends to award one cluster per each qualifying bidder, those clusters are as follows:

- **Cluster A:** Matatiele Cluster
- **Cluster B:** Umzimvubu Cluster
- **Cluster C:** Mbizana Cluster
- **Cluster D:** Ntabankulu Cluster

1.2. The bid will be awarded to four (4) Bidders, each bidder will be responsible for its own cluster, a bidder who scored the highest number of points in Cluster A will be allocated contract in that cluster and will not be considered in other clusters, unless the number of qualifying bidders is less than the number of clusters, the bidder who scores the highest number of points on unallocated cluster(s), will be reconsidered even if they were already awarded the previous cluster. If the bidder has bid for more than one cluster and they scored the highest number of points in those clusters, the bidder will be awarded a cluster with highest bid value. The same principle will apply in other clusters as well.

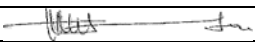
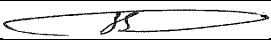
1.3. Bidders must bid for all items under each category per cluster as per specification designed for that cluster.

1.4. The successful bidder will be required to render provision of gardening services to each institution on request basis.

1.5. The contract will be rate / item price based and will be utilized as and when the service required.

2. Background

In an endeavour to fulfil the requirements of the National Core Standards for Health, a need to provide gardening services to all facilities within Alfred Nzo Health District has arisen. Gardening services is critical for the safety of our patients and staff in our health facilities and in providing conducive working environment.

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2.1. List Of Institutions Per Cluster

CLUSTER A: MATATIELE CLUSTER

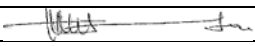
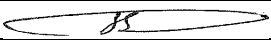
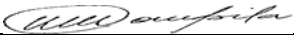
(Tayler bequest Hospital, Khotsong TB Hospital, Maluti CHC and 19 Clinics)

NO.	NAME OF INSTITUTION	LOCAL MUNICIPALITY	LOCATION
1	T Bequest Hospital	Matatiele LM	T Bequest Hosp (Mat)
2	Khotsong TB Hospital	Matatiele LM	Khotsong TB Hosp
3	Maluti CHC	Matatiele LM	Maluti CHC
4	Matatiele Clinic	Matatiele LM	Matatiele Comm
5	Afsondering Clinic	Matatiele LM	Afsondering
6	Elukholweni Clinic	Matatiele LM	Elukholweni
7	Isilindini Clinic	Matatiele LM	Isilindini
8	Likhetlane Clinic	Matatiele LM	Likhetlane
9	Madlangala Clinic	Matatiele LM	Madlangala
10	Magadla Clinic	Matatiele LM	Magadla
11	Mt Hargreaves Clinic	Matatiele LM	Mt Hargreaves
12	Mpharane Clinic	Matatiele LM	Mpharane
13	Mvenyane Clinic	Matatiele LM	Mvenyane
14	Mzongwana Clinic	Matatiele LM	Mzongwana
15	Ntola Clinic	Matatiele LM	Ntola
16	Nyaniso Clinic	Matatiele LM	Nyaniso
17	Paballong Clinic	Matatiele LM	Paballong
18	Queen's Mercy Clinic	Matatiele LM	Queen's Mercy
19	Rolweni Clinic	Matatiele LM	Rolweni
20	Shepherds Hope Clinic	Matatiele LM	Shepherds Hope
21	Thabachicha Clinic	Matatiele LM	Thabachicha
22	Umtumase Clinic	Matatiele LM	Umtumase

CLUSTER B: UMZIMVUBU CLUSTER

(Madzikane KaZulu Memorial Hospital, Mount Ayliff EMS Base, District Office, and 22 Clinics)

NO.	LOCAL MUNICIPALITY	NAME OF INSTITUTION	LOCATION
1	Madzikane KaZulu Memorial Hospital	Umzimvubu LM	Mt Frere
2	Mt Ayliff EMS Base	Mt Ayliff	Mt Ayliff
3	District Office	Kokstad	Kokstad
4	Dundee Clinic	Umzimvubu LM	Dundee
5	Lubaleko Clinic	Umzimvubu LM	Lubaleko
6	Mapheleni Clinic	Umzimvubu LM	Mapheleni
7	Mt Ayliff Gateway	Umzimvubu LM	Mt Ayliff
8	Mwaca Clinic	Umzimvubu LM	Mwaca
9	Ntsizwa Clinic	Umzimvubu LM	Ntsizwa
10	Rode Clinic	Umzimvubu LM	Rode

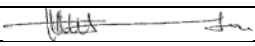
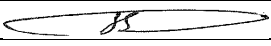
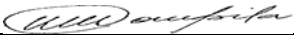
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11	Tela Clinic	Umzimvubu LM	Tela
12	Cancele Clinic	Umzimvubu LM	Cancele
13	Lugangeni Clinic	Umzimvubu LM	Lugangeni
14	Luyengweni Clinic	Umzimvubu LM	Luyengweni
15	Machibini Clinic	Umzimvubu LM	Machibini
16	Mangqamzeni Clinic	Umzimvubu LM	Mangqamzeni
17	Mhlotsheni Clinic	Umzimvubu LM	Mhlotsheni
18	Mkemane Clinic	Umzimvubu LM	Mkemane
19	Mntwana Clinic	Umzimvubu LM	Mntwana
20	Gateway	Umzimvubu LM	Mt Ayliff
21	Mpoza Clinic	Umzimvubu LM	Mpoza
22	Ntlabeni Clinic	Umzimvubu LM	Ntlabeni
23	Qwidlana Clinic	Umzimvubu LM	Qwidlana
24	Tshungwana Clinic	Umzimvubu LM	Tshungwana
25	Mpindweni Clinic	Umzimvubu LM	Mpindweni

CLUSTER C: MBIZANA CLUSTER

(Greenville Hospital and 23 clinics)

NO.	LOCAL MUNICIPALITY	NAME OF INSTITUTION	LOCATION
1	Greenville Hospital	Winnie Madikizela Mandela LM	Greenville
2	Amadiba Clinic	Winnie Madikizela Mandela LM	Amadiba
3	Amandengane Clinic	Winnie Madikizela Mandela LM	Amandengane
4	Amantshangase Clinic	Winnie Madikizela Mandela LM	Amantshangase
5	Baleni Clinic	Winnie Madikizela Mandela LM	Baleni
6	Daliwonga Clinic	Winnie Madikizela Mandela LM	Daliwonga
7	Greenville Gateway	Winnie Madikizela Mandela LM	Greenville Gateway
8	Hlamandana Clinic	Winnie Madikizela Mandela LM	Hlamandana
9	Imizizi Clinic	Winnie Madikizela Mandela LM	Imizizi
10	Isikelo Clinic	Winnie Madikizela Mandela LM	Isikelo
11	Kanyayo Clinic	Winnie Madikizela Mandela LM	Kanyayo
12	Makwantini Clinic	Winnie Madikizela Mandela LM	Makwantini
13	Malongwana Clinic	Winnie Madikizela Mandela LM	Malongwana
14	Meje Clinic	Winnie Madikizela Mandela LM	Meje
15	Mfundambini Clinic	Winnie Madikizela Mandela LM	Mfundambini
16	Mngungu Clinic	Winnie Madikizela Mandela LM	Mngungu
17	Mpetsheni Clinic	Winnie Madikizela Mandela LM	Mpetsheni
18	Nдела Clinic	Winnie Madikizela Mandela LM	Nдела
19	Ntlenzi Clinic	Winnie Madikizela Mandela LM	Ntlenzi
20	Qasa Clinic	Winnie Madikizela Mandela LM	Qasa
21	Qobo Clinic	Winnie Madikizela Mandela LM	Qobo
22	St Patrick's Gateway	Winnie Madikizela Mandela LM	Mbizana
23	Tsawana Clinic	Winnie Madikizela Mandela LM	Tsawana
24	Nokhatshile Clinic	Winnie Madikizela Mandela LM	Nokhatshile

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CLUSTER D: NTABANKULU CLUSTER

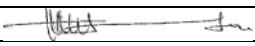
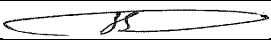
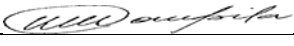
(Sipetu Hospital, Ntabankulu CHC and Ten (10) Clinics)

NO.	LOCAL MUNICIPALITY	NAME OF INSTITUTION	LOCATION
1	Sipetu Hospital	Ntabankulu LM	Sipetu
2	Ntabankulu CHC	Ntabankulu LM	Tabankulu CHC
3	Dungu Clinic	Ntabankulu LM	Dungu
4	Matubeni Clinic	Ntabankulu LM	Matubeni
5	Mfundisweni Clinic	Ntabankulu LM	Mfundisweni
6	Mnceba Clinic	Ntabankulu LM	Mnceba
7	Ndawenzima Clinic	Ntabankulu LM	Ndawenzima
8	Ntshentshe Clinic	Ntabankulu LM	Ntshentshe
9	Qaqa Clinic	Ntabankulu LM	Qaqa
10	Sebeni Clinic	Ntabankulu LM	Sebeni
11	Sigidi Clinic	Ntabankulu LM	Sigidi
12	Zulu Clinic	Ntabankulu LM	Zulu

3. Scope of Work

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2. Scope of Services and General Responsibilities
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4. Indoor Plant Maintenance
5. Cleaning and Waste Services
6. Horticultural Pest Management Services
7. Gardening Maintenance Services
8. Ad-Hoc Services
9. Control of Consumables
10. Control of Materials and Equipment

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1. Definition and Interpretation

Any reference to "this Specification/Terms of reference" shall be reference to this Gardening Services Specification/Terms of reference.

1.1 Where any capitalized term is used in this Specification/Terms of reference without being defined below, such term shall bear the meaning assigned to such term. In this Specification/Terms of reference the following words and phrases shall have the following meanings unless the context otherwise requires:

"Ad Hoc Services" means the Ad-Hoc Services to be provided by the Contractor pursuant to this Specification/Terms of reference;

"Areas" means the following areas with the at which the Contractor is required to provide the Services :-

	Service Element	Area
a)	Garden Services and Horticultural Pest Management Services	All cultivated and non-cultivated areas within the , including all lawns, beds, gardens, fence lines, parking areas, sporting grounds and facilities and pavements (within and surrounding the complex);
b)	Indoor Plant Maintenance Services	All official indoor plants within the complex;
c)	Cleaning and Waste Services, Ad Hoc Services and Specialist Landscape Maintenance Services	means all outdoor areas within the , including all external roads, foot and other paths (whether covered or not), parking areas, main foyer and entrance area, main gate area, including the areas contemplated in (a), (b) and (c) above.

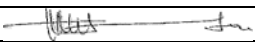
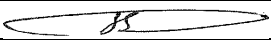
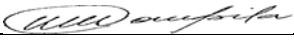
"Cleaning and Waste Services" means the collection and removal of garden generated refuse, including litter collected within the Areas in accordance with the provisions of this Specification/Terms of reference;

"Control of Consumables" means the control of consumable materials in accordance with the provision of this Specification/Terms of reference;

"Control of Materials and Equipment" means the control of materials and equipment in accordance with the provisions of this Specification/Terms of reference;

"Designated Dumping Area" means an area within each hospital in the designated by the Facilities Manager for the placement by the Contractor of an 11 (Eleven) Cubic Metre garden refuse bin; (Three bins in total)

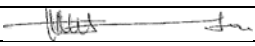
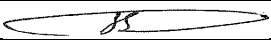
"Facilities Manager" means the facilities manager employed or contracted by to manage the facilities management related services at the , including such party's delegated authority or persons appointed or designated by the Facilities Manager to perform functions on behalf of the Facilities Manager;

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"Fire Break"	Means a gap and/or strip in vegetation or other combustible material (of at least 4 m wide) that acts as a barrier to slow or stop the progress of a bushfire or wildfire.
"Garden Services"	means the garden services to be provided by the Contractor in accordance with the provisions of these Specifications;
"Help Desk"	means the Help desk operated at the Complex;
"Horticultural Pest Management Services"	means the control of any crawling or flying insects, in accordance with the provision of this Specification;
"Hospital's Employees"	means employees employed by the Department of Health, or (as the case may be) to provide the Clinical Services at the Complex;
"Indoor Plant Maintenance Services"	means the indoor plant maintenance services to be provided by the Contractor pursuant to this Specification;
"Ground Maintenance Services"	means collectively the services to be provided by the Contractor as specified in this Specification;
"Materials"	means those products necessary for the provision of the Garden Services;
"Output Specification"	means the output based definition of the Service obligations of the Contractor;
"Schedule of Annual Garden Maintenance"	means the minimum schedule for the performance of the various tasks relating to the Garden Maintenance Services;
"Service Hours"	means :- a) in respect of the Garden Services, the Cleaning and Waste Services (excluding point (c) below) the Horticultural Pest Management Services, the Gardening Maintenance Services, the Control of Consumables and the Control of Materials and Equipment the hours between 07h00 and 16h00, Monday to Friday, excluding public holidays; b) in respect of the Indoor Plant Maintenance Services, the hours between 08h00 and 17h00, Monday to Friday, excluding public holidays; c) in respect of the collection of litter at the main entrance to the Hospital building and the parking areas during the hours 07h00 to 16h00, Saturdays and Sundays, including public holidays.
"Service Standards"	means the service levels and criteria set out in this Specification and the Appendices to this Specification;
"Staff"	means those persons engaged or employed from time to time by the Contractor to carry out the Services;
"Supervisor"	means the on-site supervisor/s appointed by the Contractor at the Premises;

2. **Scope of Services and general responsibilities**

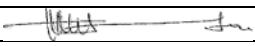
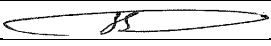
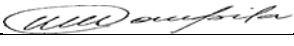
2.1 The contractor must have adequately trained staff on gardening services.

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- 2.2 Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices (BMP's) regarding safety, hazardous materials spill response, plant health, pruning, integrated pest management, pesticide application, and irrigation maintenance. The Department reserves the right to demand the replacement of Contractor's staff who do not meet the Department's standards for safety, professionalism, or gardening services knowledge.
- 2.3 All work shall be performed under the direct on-site supervision of a knowledgeable gardening services professional and experience.
- 2.4 Contractor shall furnish all labour, equipment, and materials necessary to complete the maintenance of turf and plantings, as specified herein. It is the intent of the Department that this site be maintained in a resource-efficient, sustainable, and cost-effective manner.
- 2.5 Each Facility shall provide the contractor with separate Staff facilities and small storage area as agreed between the Parties, to enable the Contractor to provide the Gardening Maintenance Service at **Service Provider's risk**. If the facilities identified are not to the requirements of the service provider it will be the responsibility of the service provider to obtain its own adequate facility at own cost.
- 2.6 The Contractor will provide the Gardening Maintenance Services within the Areas at all facilities in accordance with the provisions of this Specification and the Service Standards, which shall include but not be limited to:

Grounds Maintenance Services

- a) Establish a schedule and Gantt (or equal to) chart for regular maintenance activities by area and submit to Department for review. Contractor to review proposed schedules with representative at the regularly scheduled meetings and adjust as necessary to avoid conflicts
 - b) Indoor Plant Maintenance to existing indoor plants
 - c) External Cleaning and Waste Services
 - d) Horticultural Pest Management Services (External)
 - e) Grass cutting Services
 - f) Flower bed maintenance services
 - g) Ad-Hoc Services (External and/or internal)
 - h) Control of Consumables
 - i) Control of Materials and Equipment
 - j) Removal garden rubble on site
 - k) Pruning of plant life.
 - l) Creation and maintenance of firebreaks.
- 2.7 The Contractor shall provide the Grounds Maintenance Services during the Service Hours.
- 2.8 The contractor will be responsible for supplying and maintenance for all equipment, machinery and consumables to render the service in accordance with these specifications.
- 2.9 In addition to the Grounds Maintenance Services, the Contractor shall provide all such other services as may be ancillary to or reasonably necessary for the Contractor to provide the Grounds Maintenance Services in accordance with this Specification and the Service Standards. That includes cutting and removal of fallen trees on site amongst others.

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2.10 The Output Specifications shall take precedence over any other specifications provided by the contractor. To the extent that the specifications are not adequate to ensure compliance with the Output Specifications, the Contractor shall be required, subject to approval of the Facilities Manager, to amend the said specifications. In such case the Contractor shall amend these Specifications in writing to reflect such amendment.

General responsibilities

2.11 The Contractor shall be required to comply with various general responsibilities in the provision of the Grounds Maintenance Services. These general responsibilities shall apply to all the various services forming part of the Grounds Maintenance Service. This section details these general responsibilities.

2.12 The Contractor shall provide a scheduled and reactive Grounds Maintenance Service on a day to day basis in all areas of the Facilities in accordance with the provisions of this Specification/Terms of reference and the Service Standards.

2.13 Maintenance shall consist of fertilization, soil building, pruning, mowing, irrigation, weed/insect/disease control, litter control and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of turf and landscape plantings

2.14 The Contractor shall ensure that routines and processes in all areas are not adversely affected by the Grounds Maintenance Services.

2.15 The Contractor shall ensure safe working practices are followed in the execution of this contract with, amongst others, specific reference to OHS Act.

2.16 The Contractor shall ensure that **only sufficient adequately trained staff** is utilized for this service.

2.17 Responsibilities if Service Hours cannot be adhered to

In the event that any of the Areas are in use during the Service Hours the Contractor shall liaise with the Facilities Manager to agree on alternative times during which the Grounds Maintenance Services can be provided so as to ensure the Contractor is able to comply with the terms of this Specification/Terms of reference.

A contingency plan to be implemented during industrial actions, when staff members are absent and also when the Service Providers staff members working under this contract are on leave or for any other reason..

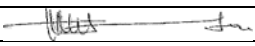
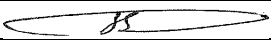
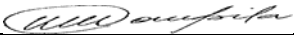
3. Garden Services

3.1 The Contractor shall, as part of the Grounds Maintenance Services, provide a Garden Service. This Section details the Contractor's specific responsibilities relating to the Garden Service.

3.2 Contractor's Responsibilities – General

The Contractor shall: -

- (1) Prepare a Grounds maintenance project plan (one combined for each facility, one for Sir Henry once the plan has been agreed upon with the ECDoh. The plan is to take the existing maintenance of gardening services into account (so as to cause minimal disruption) and the creation of new beds must fit in with the theme of the landscaping plan and plants to be utilized will be as per the "pricing schedule".

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- (2) Once established, maintain the Areas within each facility including all trees, groundcover, shrubs, flowerbeds, other planted areas and lawns within the facility to an aesthetically acceptable condition and standard in accordance with accepted good horticultural practices.
- (3) Maintain, propagate and indoor plants;
- (4) Clear the site of invaders.

3.3 Maintaining grass areas

The Contractor shall in ensuring compliance with the Specification/Terms of reference detailed in paragraph above comply with the following responsibilities: -

The Contractor shall:-

- 3.3.1.1 maintain the grass areas by inter alia mowing and edging such areas, by removing and replacing dead grass and by controlling weeds; Grass cutting to formal areas will take place once a fortnight and to informal areas once a month in the growing season. The formal areas generally is defined as an area of 20 m from all formal structures however will be clarified during compulsory site inspections. During rest season cutting will be done on a monthly basis to formal areas and quarterly to informal areas.
- 3.3.1.2 ensure that all grass areas within the Facilities will be maintained in accordance with the Service Standards.

In addition to the above, the Contractor shall ensure that :-

- 3.3.1.3 all level formal grass areas must be mowed with lawnmowers and no brush cutting will be acceptable on formal areas.
- 3.3.1.4 all other areas may be cut by brush cutters or other means.
- 3.3.1.5 Create and maintain a fire break on a quarterly basis on all boundaries of the various sites of at least 4 m wide to prevent wild fires from starting and/or spreading or where it is required to prevent

3.4 Maintaining and cultivation of ground cover, shrubs, beds and other planted areas

The Contractor shall in ensuring compliance with the Specification/Terms of reference comply with the following responsibilities:-

The Contractor shall :-

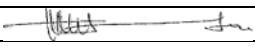
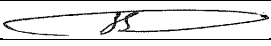
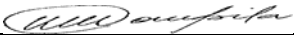
- 3.4.1.1 be responsible for the collection and disposal of litter (emptying of site dust bins and strewn litter on site), collection and disposal of the dead plants in terms of this Specification/Terms of references.
- 3.4.1.2 provide the Facilities Manager with a monthly Grounds Maintenance detailed report.

3.5 Maintaining trees

The Contractor shall in ensuring compliance with the Specification/Terms of reference detailed above comply with the following responsibilities :-

3.5.1 Contractor shall :-

- 3.5.1.1 maintain the trees of all facilities by inter alia maintaining the tree stakes, ties and guys, by pruning and shaping the trees, by removing of dead trees and by maintaining the tree bowls; (trees will be replaced in consultation with the Facilities Manager and paid for separately);

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3.5.1.2 ensure that all trees will be maintained in accordance with the Service Standards.

3.5.2 In addition to the above the Contractor shall ensure that :-

3.5.2.1 all dead trees are removed (and disposed of in terms of this Specification/Terms of references);

3.5.2.2 major pruning of all trees, shrubs and bushes will take place during the winter season (May - August).

3.5.2.3 all the cut debris will be removed from the flowerbeds in accordance with the provisions of this Specifications.

3.5.2.4 the entire pruning process will be done under supervision of a suitable experienced Supervisor.

3.6 **Eradication of invaders**

The contractor will be expected dig out, destroy and remove type 1 invaders (as per schedule in Specification/Terms of reference) such as "Lantana", amongst others, throughout the whole Hospital area (formal, non-formal areas and within residential boundaries) within a maximum period of six months. The process needs to be maintained throughout the contract period.

3.7 **Weed killers**

SANS Approved, weed killer is to be applied to the entire terraced or turfed areas. The solution is to be sprayed on with a suitable spraying apparatus to achieve an even distribution and effective control.

All paved, tarred or concreted areas will be treated by broad spectrum weed killer as approved and mixed according to the manufacturers prescripts. The solution is to be sprayed on with a suitable spraying apparatus to achieve an even is distribution and effective control.

The application of weed killer is not to take place during wet weather. Weather conditions should be such as to allow a minimum of two hours for absorption before the likelihood of rain. Care must be taken not to harm and or damage any formal plant life adjacent to application.

3.8 **Pest Monitoring**

3.8.1 Pest monitoring and inspections to include the following:

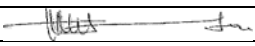
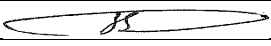
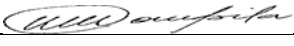
- Contractor shall visually inspect all landscape areas once weekly from August through April, and once monthly from May to July to identify potential pest problems. Pest problems include insect, disease, and weed infestations. Pest problems include insect, disease, and weed infestation must be done in consultation with Facilities Manager and eradication of pests and weed. Contractor shall keep written records of pests identified and areas where problems may be developing.
- Contractor staff and on-site supervisor shall visually inspect all landscape areas once monthly from August through April with the representative.
- Cooperatively identify any area where non-chemical Integrated Pest Management control methods should begin.

3.8.2 Contractor shall provide the following written pest monitoring reports to Owner on a **monthly basis**.

- Summary of pests identified during pest monitoring inspections, status of infestations, and description of controls implemented
- Noxious Weeds identified/Invaders.

3.8.3 **Pesticide Applications**

3.8.3.1 Pesticides include all herbicides, insecticides, fungicides, and various other substances used to control pests.

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- 3.8.3.2 ALL pesticide applications shall be preceded by monitoring and positive pest identification.
- 3.8.3.3 Under no circumstances will combination products be allowed ("weed and feed", weed control + fertilizer, insect control + fertilizer, etc.,).
- 3.8.3.4 Under no circumstances will regularly scheduled calendar-based applications of pesticides be allowed without written prior approval of representative.
- 3.8.3.5 Under no circumstances will preventative "blanket" applications of pesticides be allowed without written prior approval of representative.
- 3.8.3.6 Contractor is responsible to verify that pesticides are appropriate for use with the respective plant materials. Contractor is responsible for any damages incurred as a result of applications and shall repair or replace any such damage at no cost to Department.

3.9 Fertilization and Composting

The Contractor shall in ensuring compliance with the Specification/Terms of reference detailed above comply with the following responsibilities:-

- 3.9.1 The Contractor shall ensure that all trees, groundcover, shrubs, flowerbeds, other planted areas, and lawns within the facilities are properly fertilized in accordance with the Service Standards.
- 3.9.2 The Contractor shall ensure that the application of fertilizers will be done by means of a manually propelled fertilize spreader during April and September or more frequently as may be reasonably required to ensure compliance with the Service Standards and responsibilities detailed in this Specification/Terms of reference.
- 3.9.3 As much garden refuse as possible must be converted to compost on site. Maximum use of compost must be made of compost and staff trained and encourage to use compost in their own homes.

3.10 Watering

The Contractor shall in ensuring compliance with the Specification/Terms of reference detailed above comply with the following responsibilities :-

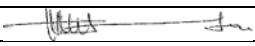
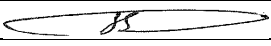
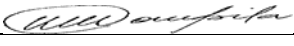
- 3.10.1 the Contractor shall ensure that all trees, groundcover, shrubs, flowerbeds, other planted areas, and lawns within the facilities are properly watered by means of hand watering in accordance with the Service Standards.
- 3.10.2 the Contractor shall comply fully with any water restrictions, water conservation policies implemented at each facility and water recycling policies and processes implemented at each facility.

3.11 Replacement of plants

The Contractor might be required to replace all dead, dying or infested plants, shrubs, trees, grass, ground cover or flowers ("plants") at the Contractors expense with the same or similar plants. To the extent that the Contractor wishes to replace such plants with different plants, it shall obtain the Facilities Manager's prior written consent. (Such instruction will be a written instruction)

4 Indoor plant /external potted plants maintenance service

- 4.1 The Contractor shall, as part of the provision of the Grounds Maintenance Services, provide an Indoor Plant / external potted plants Maintenance Service in respect of all potted plants situated at each.

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- 4.2 This section details the specific responsibilities of the Contractor relating to the Indoor Plant Maintenance Service.
- 4.3 Responsibilities relating to the potted Plant Maintenance Service shall consist of watering, cleaning, fertilization, pruning and general plant maintenance(inclusive of pest management).

5 **Cleaning and waste services**

The Contractor shall, as part of the provision of the Grounds Maintenance Services, provide a cleaning and waste service, which shall include:-

- (a) the cleaning of external hard surfaces;
- (b) the cleaning of sun shields at each facility
- (c) the cleaning of all grass areas, beds and planted areas;
- (d) the removal and disposal of waste from such areas and the Designated Disposal Area;
- (e) Cleaning of blood, bodily fluids and spills on external gardens, paved areas, walk ways, court yards, etc. The service provider shall have adequate protective clothing, chemicals and trained staff to undertake this service.**

This section details the specific responsibilities of the Contractor relating to these functions and services.

5.1 **Cleaning of external hard surfaces**

The Contractor shall keep all external hard surfaces (including courtyards) at the facilities, including roadways, footpaths, parking areas and other paved areas free from debris, oil, other spillages, litter and weeds.

Cleaning of all grass areas, beds and planted areas

- 5.1.1 Contractor shall keep all grass areas, beds and planted areas free from any debris, dead vegetation, vegetative litter and other litter and shall remove all such debris, litter and other waste that is produced from providing the Gardening Services.
- 5.1.2 Contractor shall empty all external refuse bins and shall keep such bins in a clean and hygienic condition.

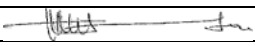
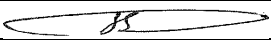
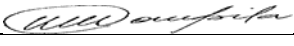
5.2 **Removal and disposal of waste**

The Contractor shall remove all landscape waste to the Designated Disposal Area. Waste that is not suitable for composting must be disposed of at the demarcated municipal dumping site. The designated disposal area shall be kept in a tidy and hygienic condition free from any bad odours.

6 **Horticultural Pest Management service**

The Contractor shall, as part of the provision of the Grounds Maintenance Services, provide a horticultural pest management service. This section details the specific responsibilities of the Contractor relating to such service.

6.1 **Responsibilities relating to the Horticultural Pest Management Service**

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- 6.1.1 The Contractor will ensure its Staff report to the Contractor any sighting of pests in areas in which they are carrying out the Grounds Maintenance Services.
- 6.1.2 The Contractor shall control all horticultural related pests (including crawling and flying insects) which infest, or could infect the grass, plants, flowers, bush and trees.

7 Gardening maintenance services

Responsibilities relating to specialist services

The Contractor shall undertake Specialist Garden Services at no less than the frequencies indicated below

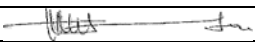
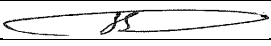
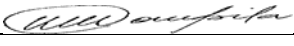
AREAS	FREQUENCY
Main parking / Entrance foyer area	Weekly
Office plants and court yard plants including watering	Weekly
Office plants and court yard plants – pruning and cutting out dead growth	Weekly
Office plants and court yard plants – fertilising	quarterly
All Garden areas	Weekly
Hi pressure cleaning of hard surface areas	As required but at least monthly
Emptying of external dust bins	Daily
Sweeping of paved areas	Daily
Picking up rubble and papers on court yards and external paved areas, walkways, etc.	Daily
Cleaning of spills on walkways/gardens/court yards	Ad hoc when required

8 Ad-hoc Services

- 8.1 The Contractor shall be required to perform ad hoc tasks which fall within the scope of the Grounds Maintenance Services (i.e. unscheduled services) as and when requested by the Help Desk or the Facilities Manager, or as and when the need for such tasks are identified by the Contractor or its Staff

9 Responsibilities relating to equipment

- 9.1.1 The Contractor will be responsible for the provision, safe storage and use of equipment required for the provision of the Grounds Maintenance Services and for all costs incurred in their safe storage and use.
- 9.1.2 The Contractor shall ensure that:

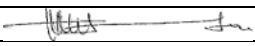
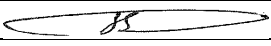
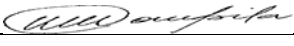
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- 9.1.2.1 all equipment used in the provision of the Grounds Maintenance fully comply with the Occupational Health and Safety Act and other relevant prescripts and Acts.
- 9.1.2.2 All operators will use the required protective clothing that is required for the specific operation/machine that is used.
- 9.1.2.3 any non-compliant equipment is not used by any person whatsoever in the provision of the Grounds Maintenance Services.
- 9.1.2.4 all equipment used in the provision of the Grounds Maintenance Services are properly cleaned and stored.
- 9.1.2.5 Staff is properly trained in the use of equipment.
- 9.1.2.6 the equipment used in the provision of the Landscape and Ground Maintenance Services are not abused.

10 **MAINTENANCE OF MACHINERY AND EQUIPMENT**

The service provider will implement a preventative maintenance and service plan for all landscaping machinery and equipment. A folder shall be created with the maintenance plan and execution must be documented and ready for inspection and auditing.

- All garden maintenance equipment and machinery used in this contract will be of industrial type and comply with the relevant SABS Specification/Terms of references and the ***Occupational Health and Safety Act***
- The service provider must ensure that all machine operators are fully trained in the safe and responsible use of such equipment.
- All equipment, consumables and material will be used in strict accordance with the instructions of the manufacturer, safety instructions and Infection Control Requirements/Policies are to be provided by the successful service provider.

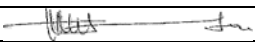
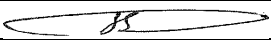
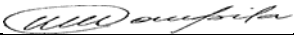
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PART 4**BID SPECIFICATION**

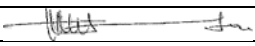
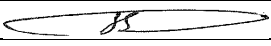
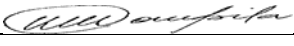
Bid No.	SCMU3-22/23-0339-AL
Bid Description	PROVISION OF GARDENING SERVICES AT VARIOUS ALFRED NZO DISTRICT HEALTH FACILITIES FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

HOSPITALS, CHC, EMS BASE AND STRICT OFFICE

NO.	AREAS TO BE SERVICED	SCOPE OF WORK	FREQUENCY OF SERVICE
1.	Gardening & Vacant Areas	All lawns/grass are to be kept free from weeds.	Weekly
		All lawns/grass patches to be cut to minimum height of 3cm from surface of the ground.	1 st & 4 th week of the month
		Lawn/grass patches to be weeded and weeds to dig out by their root prior to the mowing of the grass.	Twice a week
		All edges to be out, trimmed and uniform.	Twice a month
		All the areas around the fence must have fire belt of 1m from the fence and the buildings.	Once a month
		Grass to be kept or refuse litter.	Daily
		- Treatment of soil and maintenance of plants. - Trimming of trees and removing of unplanted trees.	Weekly 1 st & 4 th weeks
		Spray chemical to control snakes around hospital fence boundaries and drains.	When necessary
2.	Pavement, Walkways, Roads Parking Areas etc.	Walkways to be swept daily and other areas to be kept free of dirty (papers, sand, stones, leaves, etc.	Daily
3.	Flower bed, shrubs, Trees, Hedges and Verges.	Borders to be trimmed and kept neat.	Twice a week
		Flowers and shrubs to be watered as required.	Daily
		Supply and plant flowers and shrubs per season and replace dead ones.	Daily
		Soil is not to be mounded around shrubs.	As necessary
		Flowers and shrubs beds to be turned.	Daily
		All low hanging (seems to be danger) dead & broken trees, branches, hedges to be cut at a uniform height all sides.	1 st & 4 th week & when necessary

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		Branches where they constitute a danger to the public/department staff must be kept	As necessary
		Pruning of trees to be done only July and August.	Seasonal
		Attend all pot plants.	When necessary
4.	Drains and Channels	Drainage and channels to be kept off litter, leaves, grass, sand, stones and branches.	weekly
		Drainage and channels to be kept off leaves, grass and litter	Daily
		All gardening waste to be disposed of at municipal landfill site.	Daily
5.	Doctors Houses, Nurses Home, EMS Base within the Facility and Forensic Services Building	All edges to be out, trimmed and uniform.	Once a week
		All lawns/grass are to be kept free from weeds.	2 nd & 4 th week of the month
		All lawns/grass patches to be cut to minimum height of 3cm from surface of the ground.	Once a week
		Cut bushes and unplanted seeds and also trimming of planted trees.	Once a week
6.	<u>Flowers To Be Supplied and Planted by The Bidder</u> - White and Chris Rose - White daddy strawberry, stormy pin dream apple blossom		

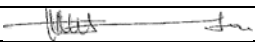
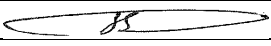
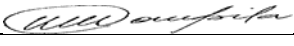
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Please Take Note of the Following

1) Staffing

- a) The bidder will have to provide staff / gardeners that will be permanently stationed at the institutions during working hours for the period of the contract.
- b) The number of staff / gardeners to be provided per each institution is as follow:

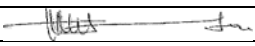
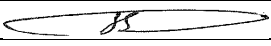
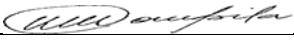
No.	Cluster Number	Name of Institution	Number of Gardeners
1.	Cluster A	Tayler Bequest Hospital	8
		Khotsong TB Hospital	8
		Maluti CHC	3
		Matatiele Clinic	3
Total			22
2.	Cluster B	Madzikane KaZulu Memorial Hospital	8
		EMS Base (Mt Ayliff)	2
		District Office	3
Total			13
3.	Cluster C	Greenville Hospital	6
Total			6
4.	Cluster D	Sipetu Hospital	6
		Ntabankulu CHC	3
Total			9

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CLINICS

N/B: The frequency gardening services to the clinics will only be as per request by that particular clinic. There will be no permanent staff allocated to the clinic as this service will be provided on needs bases.

NO.	AREAS	SCOPE OF WORK	FREQUENCY OF SERVICE
1.	Gardening and Vacant Areas	All lawns/grass are to be kept free from weeds.	As requested by the Clinic
		All lawns/grass patches to be cut to minimum height of 3cm from surface of the ground.	As requested by the Clinic
		Lawn/grass patches to be weeded and weeds to dig out by their root prior to the mowing of the grass.	As requested by the Clinic
		All edges to be out, trimmed and uniform.	As requested by the Clinic
		All the areas around the fence must have fire belt of 1m from the fence and the buildings.	As requested by the Clinic
		Grass to be kept or refuse litter.	As requested by the Clinic
		- Treatment of soil and maintenance of plants. - Trimming of trees and removing of unplanted trees.	As requested by the Clinic
		Spray chemical to control snakes around hospital fence boundaries and drains.	As requested by the Clinic
2.	Pavement, Walkways, Roads Parking Areas etc.	Walkways to be swept daily and other areas to be kept free of dirty (papers, sand, stones, leaves, etc.	As requested by the Clinic
3.	Flowers bed, Shrubs, Trees, Hedges and Verges.	Borders to be trimmed and kept neat.	As requested by the Clinic
		Flowers and shrubs to be watered as required.	As requested by the Clinic
		Supply and plant flowers and shrubs per season and replace dead ones.	As requested by the Clinic
		Soil is not to be mounded around shrubs.	As requested by the Clinic
		Flowers and shrubs beds to be turned.	As requested by the Clinic
		All low hanging (seems to be danger) dead & broken	As requested by the Clinic

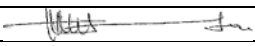
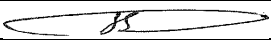
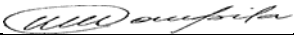
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		trees, branches, hedges to be cut at a uniform height all sides.	
		• Branches where they constitute a danger to the public/department staff must be kept	As requested by the Clinic
		• Pruning of trees to be done only July and August.	As requested by the Clinic
		• Attend all pot plants.	As requested by the Clinic
4.	Drains and Channels	• Drainage and channels to be kept off litter, leaves, grass, sand, stones and branches, etc.	As requested by the Clinic
		• All gardening waste to be disposed of at the municipal landfill site.	As requested by the Clinic
5.	Nurses Home	• All edges to be out, trimmed and uniform.	As requested by the Clinic
		• All lawns/grass are to be kept free from weeds.	As requested by the Clinic
		• All lawns/grass patches to be cut to minimum height of 3cm from surface of the ground.	As requested by the Clinic
		• Cut bushes and unplanted seeds and also trimming of planted trees.	As requested by the Clinic
6.	<u>Flowers To Be Supplied and Planted by The Bidder</u>		
	• White and Chris Rose • White daddy strawberry, stormy pin dream apple blossom		

PLEASE NOTE:

- Gardening service to clinics will only be provided when it is requested by a clinic.
- No staff will be permanently stationed at the clinic.
- Bidders must consider the travelling expenses to the clinics as clinics are scattered all over the district.
- Bidders must comply with the Basic Conditions of Employment Act (BCEA no 75 of 1997.

N/B: FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY INVALIDATE YOUR BID.

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Part 5 – Schedule A
Government Procurement
General Conditions of Contract

Annexure A

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 (GCC) 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.

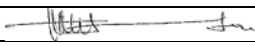
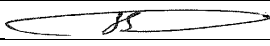
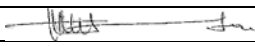
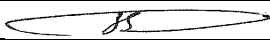
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TABLE OF CLAUSES

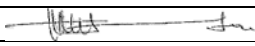
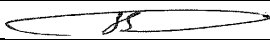
1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15.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

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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 anything 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 facility 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 markets 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.

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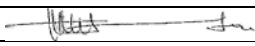
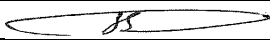
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub Service Providers) 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,

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Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

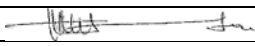
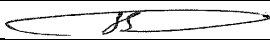
5. Use of Contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

Security

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

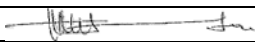
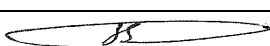
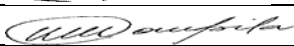
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8. Inspections, tests and analyses

- 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 Service Provider 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 analysed 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

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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:

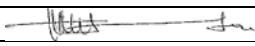
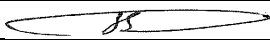
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (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

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- (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 and claims arising under this warranty.

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

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

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

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

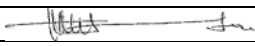
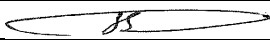
16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

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

18. Contract Amendments

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

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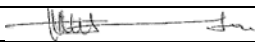
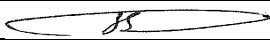
19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

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 Sub Service Provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

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delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

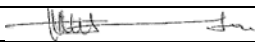
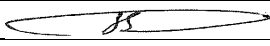
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within 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.

24. Anti-dumping and countervailing duties and rights

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

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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 accrued hereafter 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.
- 28.1 Except in cases of criminal negligence or wilful 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

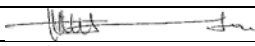
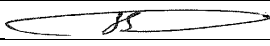
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

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

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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

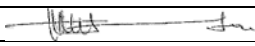
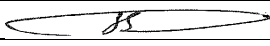
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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

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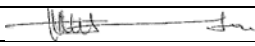
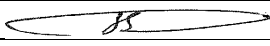
Part 5 – Schedule B
Application for Tax Clearance Certificate

ECBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING: -

1. The Department of Health will verify the tax compliance status of bidders on the Central Supplier Database (CSD) for all price quotations and competitive bids prior to award as per National Treasury Instruction no 4A of 2016/17 Central Supplier Database.

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Part 5 - Schedule C

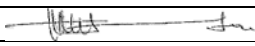
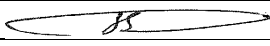
PRICING SCHEDULE – FIRM PRICES

PROVISION OF GARDENING SERVICES AT VARIOUS ALFRED NZO DISTRICT HEALTH FACILITIES FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

NAME OF BIDDER: BID NO.: **SCMU3-22/23-0339-AL**CLOSING TIME: **11:00**CLOSING DATE: **10 October 2022****OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID****NB:** PLEASE USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM**CLUSTER A: MATATIELE CLUSTER**

Item Description	Year One	Year Two	Year Three	Total for 36 Months
	Unit Price per month	Unit Price per month	Unit Price per month	
Tayler Bequest Hospital				
Khotsong TB Hospital				
Maluti CHC				
Matatiele Clinic				
Clinics (Price per clinic - payable when requested to do gardening service as per bid specification)				
Total for 12 Months				
Value Added Tax (VAT)				
GRAND TOTAL				

Required by: **Eastern Cape Department of Health facilities**at: **Alfred Nzo Health District**.....
Bidder's Signature.....
Capacity / Position

	Signature	Date
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Advert Approved by		

Part 5 - Schedule C

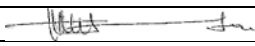
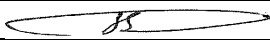
PRICING SCHEDULE – FIRM PRICES

PROVISION OF GARDENING SERVICES AT VARIOUS ALFRED NZO DISTRICT HEALTH FACILITIES FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

NAME OF BIDDER: BID NO.: **SCMU3-22/23-0339-AL**CLOSING TIME: **11:00**CLOSING DATE: **10 October 2022****OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID****NB:** PLEASE USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM**CLUSTER B: UMZIMVUBU CLUSTER**

Item Description	Year One	Year Two	Year Three	Total for 36 Months
	Unit Price per month	Unit Price per month	Unit Price per month	
Madzikane KaZulu Memorial Hospital				
EMS Base (Mt Ayliff)				
District Office				
Clinics (Price per clinic - payable when requested to do gardening service as per bid specification)				
Total for 12 Months				
Value Added Tax (VAT)				
GRAND TOTAL				

Required by: **Eastern Cape Department of Health facilities**at: **Alfred Nzo Health District**.....
Bidder's Signature.....
Capacity / Position

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 - Schedule C

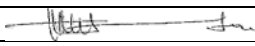
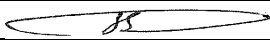
PRICING SCHEDULE – FIRM PRICES

PROVISION OF GARDENING SERVICES AT VARIOUS ALFRED NZO DISTRICT HEALTH FACILITIES FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

NAME OF BIDDER: BID NO.: **SCMU3-22/23-0339-AL**CLOSING TIME: **11:00**CLOSING DATE: **10 October 2022****OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID****NB:** PLEASE USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM**CLUSTER C: MBIZANA CLUSTER**

Item Description	Year One	Year Two	Year Three	Total for 36 Months
	Unit Price per month	Unit Price per month	Unit Price per month	
Greenville Hospital				
Clinics (Price per clinic - payable when requested to do gardening service as per bid specification)				
Total for 12 Months				
Value Added Tax (VAT)				
GRAND TOTAL				

Required by: **Eastern Cape Department of Health facilities**at: **Alfred Nzo Health District**.....
Bidder's Signature.....
Capacity / Position

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 - Schedule C

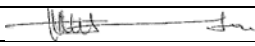
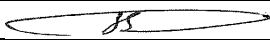
PRICING SCHEDULE – FIRM PRICES

PROVISION OF GARDENING SERVICES AT VARIOUS ALFRED NZO DISTRICT HEALTH FACILITIES FOR A PERIOD OF 36 (THIRTY-SIX) MONTHS.

NAME OF BIDDER: BID NO.: **SCMU3-22/23-0339-AL**CLOSING TIME: **11:00**CLOSING DATE: **10 October 2022****OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID****NB:** PLEASE USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM**CLUSTER D: NTABANKULU CLUSTER**

Item Description	Year One	Year Two	Year Three	Total for 36 Months
	Unit Price per month	Unit Price per month	Unit Price per month	
Sipetu Hospital				
Clinics (Price per clinic - payable when requested to do gardening service as per bid specification)				
Total for 12 Months				
Value Added Tax (VAT)				
GRAND TOTAL				

Required by: **Eastern Cape Department of Health facilities**at: **Alfred Nzo Health District**.....
Bidder's Signature.....
Capacity / Position

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 – Schedule D**Declaration of Interest**

SBD 4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

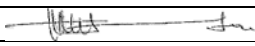
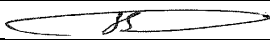
YES/NO

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

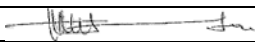
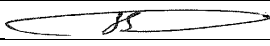
.....
.....

3 DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

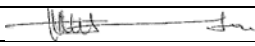
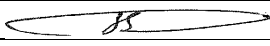
	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

- 3.6 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

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 – Schedule E

Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period		Contract Value	Contact Person	Contact Number
	Start Date	End date			

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below:

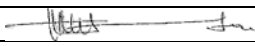
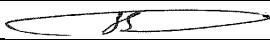
.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		
		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 – Schedule F

Organization type

PARTNERSHIP/CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The bidder comprises of the following partners/members/directors :

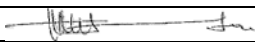
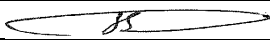
1. NAME _____
ADDRESS : _____
ID NUMBER: _____
2. NAME : _____
ADDRESS : _____
ID NUMBER: _____
3. NAME : _____
ADDRESS : _____
ID NUMBER: _____
4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

- 1:
2.:

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 – Schedule G
Organizational structure

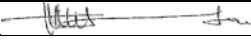
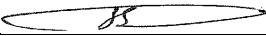
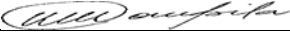
1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 – Schedule H
Details of Supplier's Nearest Office

1. Physical address of supplier's office

- 1 Telephone No of office: _____

- 3 Time period for which such office has been used by supplier: _____

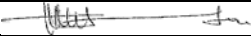
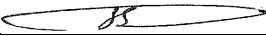
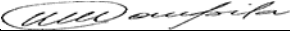
.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

Part 5 – Schedule I
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a 3 months bank statement for the entity.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service : _____

Name of bidder: _____

Bid Number: _____

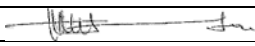
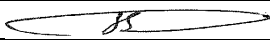
	FINANCIAL POSITION OF BIDDER I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of :

1.
2.

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		
		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

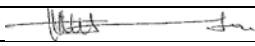
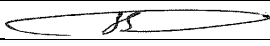
1.4 The maximum points for this bid are allocated as follows:

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

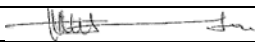
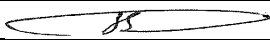
P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
Advert Approved by		

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

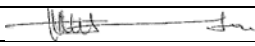
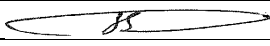
- i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

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

	Signature	Date
Drafted By:		2022/09/19
Recommended by Programme Manager		2022/09/30
Approved By: Specification Committee		2022/09/30
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OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

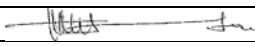
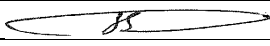
8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (b)
- (a) forward the matter for criminal prosecution.

WITNESSES

1.

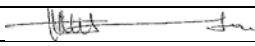
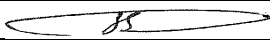
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

	Signature	Date
Drafted By:		2022/09/19
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