

## SSC WC 13 (2021/2022) DALRRD

**BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION FOR A PERIOD OF 24 (TWENTY-FOUR) MONTHS.**

### **COMPULSORY BRIEFING SESSION:**

DATE : 1 September 2021  
VENUE : Chief Directorate: National Geospatial Information  
Ulwazi Conference Centre  
Van der Sterr Building Complex  
19 Rhodes Avenue  
Mowbray  
7700  
TIME: 11:00 AM

### **COMPULSORY SITE INSPECTION:**

DATE: 1 September 2021  
VENUE : Chief Directorate: National Geospatial Information  
Van der Sterr Building Complex  
19 Rhodes Avenue  
Mowbray  
7700  
TIME: 10:00 AM

### **CLOSING DATE:**

DATE: 10 SEPTEMBER 2021  
TIME: 11:00 AM

VENUE: BID BOX SITUATED AT NUMBER 14 LONG STREET, CAPE TOWN-SECURITY AREA AT GROUND FLOOR. **It is the prospective bidder's responsibility to ensure that the bid document reached the departmental tender box before the closing date and time. courier deliveries must be given instructions to drop proposals inside bid box as no waybills will be signed by officials.**

**TECHNICAL ENQUIRIES** : Ms Michelle Denner  
TEL : (021) 658 4334  
MOBILE : 082 419 5274  
EMAIL : [michelle.denner@dalrrd.gov.za](mailto:michelle.denner@dalrrd.gov.za)

**BID RELATED ENQUIRIES** : Mr. Lincoln Mathebula  
TEL : (021) 409 0523  
EMAIL : [lincoln.mathebula@dalrrd.gov.za](mailto:lincoln.mathebula@dalrrd.gov.za)



# agriculture, land reform & rural development

Department:  
Agriculture, Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

**Chief Directorate:** Provincial Shared Service Centre: **Sub-Directorate:** Demand and Acquisition  
Management Services: **Enquiries:** Mr. Sicelo Zwane: **Tel:** (021) 409 0605

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**BID NUMBER:** SSC WC 13 (2021/2022)

**CLOSING TIME:** 11H00

**CLOSING DATE: 10 SEPTEMBER 2021**

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

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1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity, Authority of Signatory, SBD 1, SBD 2, SBD 3.1, SBD 4, SBD 6.1, SBD 8, SBD9, terms of reference.
3. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

**SIGNED**  
**MR S ZWANE**  
**DEPUTY DIRECTOR: SUPPLY CHAIN**  
**MANAGEMENT DATE: 18 AUGUST 2021**

## **MAP TO BIDDER BOX (B BOX)**

**SSC WC 13 (2021/2022) DALRRD CLOSING DATE: 10 SEPTEMBER 2021 AT 11:00 AM.**

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

**IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO ENSURE THAT THE BID DOCUMENT REACHED THE DEPARTMENTAL TENDER BOX BEFORE THE CLOSING DATE AND TIME. COURIER DELIVERIES MUST BE GIVEN INSTRUCTIONS TO DROP PROPOSALS INSIDE BID BOX AS NO WAYBILLS WILL BE SIGNED BY OFFICIALS.**

**THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.**

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

**Department of Agriculture, Land Reform & Rural Development Acquisition Management  
(TENDER BOX)  
14 LONG STREET  
CAPE TOWN  
8000**

**THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM & RURAL DEVELOPMENT IS OPEN 08 HOURS A DAY, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.**

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

**SUBMIT YOUR BID IN A SEALED ENVELOPE**

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT  
July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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



- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and



- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SBD1

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DEPARTMENT OF					
BID NUMBER:	SSC WC 13 (2021/2022) DALRRD	CLOSING DATE:	10 SEPTEMBER 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION FOR A PERIOD OF 24 (TWENTY-FOUR) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
14 LONG STREET					
CAPE TOWN					
GROUND FLOOR					
SECURITY AREA AT GROUND FLOOR					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lincoln Mathebula		CONTACT PERSON	Ms Michelle Denner	
TELEPHONE NUMBER	021 409 0523		TELEPHONE NUMBER	(021) 658 4334/082 419 5274	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:lincoln.mathebula@dalrrd.gov.za">lincoln.mathebula@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:michelle.denner@dalrrd.gov.za">michelle.denner@dalrrd.gov.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> 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]					



<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
--	--	---	--

**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 1.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. TAX COMPLIANCE REQUIREMENTS**

1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

1.2 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.

1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**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: .....

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

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

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

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

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

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

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

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

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

## AUTHORITY OF SIGNATORY

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

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

<b>MABEL HOUSE (Pty) Ltd</b>	
<b>By resolution of the Board of Directors taken on 20 May 2000,</b>	
<b>MR A.F JONES</b>	
<b>has been duly authorised to sign all documents in connection with</b>	
<b>Contract no CRDP 0006, and any contract which may arise there from,</b>	
<b>on behalf of <i>Mabel House (Pty) Ltd.</i></b>	
<b>SIGNED ON BEHALF OF THE COMPANY:</b>	<b>(Signature of Managing Director)</b>
<b>IN HIS CAPACITY AS:</b>	<b>Managing Director</b>
<b>DATE:</b>	<b>20 May 2000</b>
<b>SIGNATURE OF SIGNATORY:</b>	<b>(Signature of A.F Jones)</b>
<b>As witnesses:</b>	
1.	.....
2.	.....
Signature of person authorised to sign the tender: .....	
Date: .....	

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

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

Name of bidder.....	Bid number: <b>SSC WC 13 (2021/2022) DALRRD</b>
Closing Time 11:00 AM	Closing date: <b>10 SEPTEMBER 2021</b>

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
---------	-------------	---

The DETAILED PRICING SCHEDULE must be completed IN FULL and the **TOTAL BID Price** must be provided here.

- Required by: .....
- 
- At: .....
- 
- Does the offer comply with the specification(s)? YES/NO
- If not to specification, indicate deviation(s) .....

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

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

- Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
- \*\* "all applicable taxes" includes value- added tax



# **SSC WC 13 (2021/2022)**

## **DALRRD**

**PRICING SCHEDULE FOR THE  
APPOINTMENT OF A SERVICE  
PROVIDER FOR THE  
RESTORATION OF THE GARDENS  
AND SUPPLY OF GARDENING  
MAINTENANCE FOR A PERIOD OF  
TWENTY-FOUR (24) MONTHS TO  
THE DEPARTMENT OF  
AGRICULTURE, LAND REFORM  
AND RURAL DEVELOPMENT:  
CHIEF DIRECTORATE: NATIONAL  
GEO-SPATIAL INFORMATION,  
MOWBRAY, CAPE TOWN.**



**PRICING SCHEDULE**

(Services)

NAME OF SERVICE PROVIDER: .....		
<b>Bid No.:</b> SSC WC 13 (2021/2022) DALRRD	<b>Closing Date:</b> 10 September 2021	<b>Closing Time:</b> 11:00

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

**TOTAL PRICE** R.....

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

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

**A. PHASES OF CONTRACT**

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



## B. MONTHLY PROGRESS PAYMENTS OVER 24 MONTHS

MONTH NUMBER OF 24 MONTH CONTRACT	WORK TO BE COMPLETED	QUANTITY	PROGRESS PAYMENT
Month 1	50% of Phase 1: Restoration of Gardens	1	R.....
Month 2	50% of Phase 1: Restoration of Gardens	1	R.....
Month 3	100% of Phase 2: Installation of automated watering system	1	R.....
Month 4	Start of Phase 3: Monthly maintenance	1	R.....
Month 5 – Month 10	Phase 3: Monthly maintenance	6	R.....
Month 11	Phase 3: Monthly maintenance and Phase 4: Seasonal Pruning Top Dressing Fertilizer Replanting of die back	1	R.....
Month 12 – Month 22	Phase 3: Monthly maintenance	11	R.....
Month 23	Phase 3: Monthly maintenance and Phase 4: Seasonal Pruning Top Dressing Fertilizer Replanting of die back	1	R.....
Month 24	Phase 3: Monthly maintenance	1	R.....
TOTAL COST OF CONTRACT (EXCL VAT)			
VAT @ 15%			
TOTAL COST OF CONTRACT (INCL VAT)			

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....





#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SBD 6.1

### 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 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

- (b) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- (i) “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) “**non-firm prices**” means all prices other than “firm” prices;
- (m) “**person**” includes a juristic person;
- (n) “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) “**sub-contract**” means *the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- (q) “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

- 8.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent

basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p>

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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



## SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.



**SBD 9**

10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



# DEPARTMENT OF SUPPLIER MAINTENANCE:

**Head Office Only**

Captured By: _____	
Date Captured: _____	_____
Authorised By: _____	_____
Date Authorised: _____	_____
Supplier code: _____	_____
Enquiries. :	
Tel. No.: _____	_____
_____	_____

BAS  PMIS  LOGIS  WCS

**CONTRACTOR  
CONSULTANT**

**OFFICE:** .....  
**The Director General : DEPT OF**

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is validate as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company/ Personal Details	
Registered Name	_____
Trading Name	_____
Tax Number	_____
VAT Number	_____
Title:	_____
Initials:	_____
First Name:	_____
Surname:	_____
Postal and Street Address Detail of the Company/ Individual	
Postal Address	_____
Street Address	_____
Postal Code	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify )
Department Number	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>

**Supplier Account Details**

**This field is compulsory and should be completed by a bank official from the relevant bank**

Account Name

Account Number

Branch Name

Branch Number

Account Type  Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**Bank stamp**  
 It is hereby confirmed that this details have been verified against the following screens  
**ABSA-CIF** screen  
**FNB-** Hogans system on the CIS4/CUPR  
**STD** Bank-Look-up-screen  
**Nedbank-** Banking Platform under the Client Details Tab

**Contact Details**

Business

Area Code  Telephone Number  Extension

Home

Area Code  Telephone Number  Extension

Fax

Area Code  Fax Number

Cell

Cell Code  Cell Number

Email Address

Contact Person:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
Supplier Signature	Departmental Official
Print Name	Print Name
<input type="text"/>	<input type="text"/>
<input type="text"/>	Rank
<input type="text"/>	<input type="text"/>

**Adress of Office where form is submitted from**



**agriculture, land reform  
& rural development**

Department:  
Agriculture, Land Reform and Rural Development  
REPUBLIC OF SOUTH AFRICA

Office of the Chief Directorate: National Geospatial Information, Private Bag X10, Mowbray, 7700;

Tel: 021 658 4300; Fax: 021 658 4357

Van der Sterr Building, 19 Rhodes Avenue, Mowbray, 7705

**SSC WC 13 (2021/2022) DALRRD: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION**

**THERE WILL BE A VIRTUAL COMPULSORY BRIEFING SESSION AS DETAILED BELOW. SITE INSPECTION BY APPOINTMENT ONLY:**

**COMPULSORY BRIEFING SESSION**

***Date*** : ***11h00 on 1 September 2021***

***Venue*** : ***The Chief Directorate: National  
Geo-spatial Information  
Ulwazi Conference Centre  
Van der Sterr Building  
19 Rhodes Avenue  
MOWBRAY  
7700***

**COMPULSORY SITE INSPECTION**

**Date** : **10h00 on 1 September 2021**

**Venue** : **The Chief Directorate: National  
Geo-spatial Information  
Reception/Front Foyer  
Van der Sterr Building  
19 Rhodes Avenue  
MOWBRAY  
7700**

**CLOSING DATE** : **11h00 on 10 September 2021**

**TECHNICAL ENQUIRIES** : **Michelle Denner**

TELEPHONE : **(021) 658-4334 or 0824195274**

EMAIL : **[Michelle.Denner@dalrrd.gov.za](mailto:Michelle.Denner@dalrrd.gov.za)**

**BID RELATED ENQUIRIES** : **Lincoln Mathebula**

TELEPHONE : **(021) 406 0523**

EMAIL : **[Lincoln.mathebula@dalrrd.gov.za](mailto:Lincoln.mathebula@dalrrd.gov.za)**

**1. PURPOSE**

The purpose of these Terms of Reference is for the appointment of a service provider to restore the gardens and render gardening maintenance services to the Department of Agriculture, Land Reform and Rural Development at the Offices of the Chief Directorate: National Geospatial Information, Van der Sterr Building, 19 Rhodes Avenue, Mowbray, Western Cape for a period of twenty-four (24) months.

**2. INTRODUCTION TO THE BID**

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

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

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

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

**3. CONTRACT PERIOD**

This contract shall commence as per mutual agreement, for a period of twenty-four (24) months.

**4. PHASES OF THE CONTRACT**

This contract shall be completed in four phases as follows:

- 4.1 Phase 1: Restoration of the gardens and pathways;
- 4.2 Phase 2: Installation of a complete, automated watering system;
- 4.3 Phase 3: Ongoing monthly maintenance;
- 4.4 Phase 4: Seasonal maintenance and fertilization.

**5. MINIMUM REQUIREMENTS**

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

**6. SITE LAYOUT**

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



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

Totals	Garden		Lawn		Paved / Tared areas
	Irrigation / Weed free	Hand water / Weed free	Irrigation / Weed free	Hand water / Weed free	Weed free
A	550	120	1755	260	8150
B			280		
C	70				
D		25			
E	95				
F		25			
G	90				
H		15			
I	85				
J	295				
K			1015		
L		30		260	
M					
N			460		
O		25			
P	75				

## Legend

- Taps
- Flower\_Pots
- Trees
- Garden
- Lawn
- Building
- ParkingLot
- Property



**Note:**  
 1) Taps marked 1 to 10  
 2) Diagram not to scale

## **7. SCOPE OF WORK & TASK DESCRIPTION**

### **7.1 Phase 1: Restoration of the gardens and pathways**

- 7.1.1 Within one (1) week from date of appointment, all lawn areas, shown at B, K and N on the sketch, shall be cleared of all weeds and grass and sprayed with a SABS approved broad leaf herbicide, applied in accordance with the manufacturer's specifications;
- 7.1.2 Within three (3) weeks from date of appointment, all lawn areas shall be planted with buffalo grass roll on lawn.
- 7.1.3 All overgrown and bushy shrubs shall be trimmed to an acceptable height in consultation with the project manager.
- 7.1.4 All trees shall be pruned and all hanging branches cut back to an acceptable height in consultation with the project manager.
- 7.1.5 All flower beds, shown at A, C, E, G, I, J and P shall be cleared of all alien weeds and vegetation.
- 7.1.6 Any flower bed where more than 50% of the area is covered with weeds, a complete remodeling of the flower bed is required.
- 7.1.7 The flower bed running parallel to Rhodes Avenue, and indicated at A, as well as any flower bed for which a complete remodeling is required, is to be planted with various colours of agapanthus, with each colour forming an equal section of the flower bed. The colours must include sections of Agapanthus Praecos "Blue Ice", "White", "Purple Cloud" and "Selma Bock".
- 7.1.8 The flower bed at P shall be planted with hydrangeas, colour blue.
- 7.1.9 The square and round container pots must be planted with lollipop trees, trimmed and maintained.
- 7.1.10 All tar and concrete surfaces shall be sprayed with a weed killer applied in accordance with the manufacturer's specifications. All weeds shall be removed and bagged.

- 7.1.11 All pathways, underground garage parking and outside stairways shall be swept, washed with a SABS approved detergent, all weeds and dirt to be removed and bagged.
- 7.1.12 The inside Courtyard area is to be cleared of all weeds within one (1) week from date of appointment. The entire surface area of the Courtyard is to be swept, washed down with a high pressure sprayer and sprayed with a weed killer in accordance with the manufacturers instructions.
- 7.1.13 The pavement areas immediately outside the front security gates shall be cleared of all weeds and covered with and undersheet and chipstone.
- 7.1.14 All cuttings, grass and any rubble generated as a result of this phase is to be bagged and removed from site within two (2) days of the above tasks being completed.
- 7.1.15 Phase 1 to be completed within two months of date of appointment.

**7.2 Phase 2: Installation of a complete, automated watering system**

- 7.2.1 The installation and commissioning of a fully functioning, suitable and efficient watering system, with piping diameter of 25mm, on multi-station timing devices, connected to the municipal watering supply, with sufficient water to supply all the grassed areas and flower beds, listed A to P.
- 7.2.2 All pots and bricked flower beds shall be brought into the watering system.
- 7.2.3 The multi-station timing devices shall be installed inside the Van der Sterr building, in prescribed offices, which will be indicated by the project manager. The installation may require drilling and equipment installation. The full system

will become the property of the Department of Agriculture, Land Reform and Rural Development, even on termination of the contract.

7.2.4 The watering system shall be pre-programmed, with manual override, to supply all areas with a minimum of 25mm of water per day, every third day in summer and once per week during winter.

7.2.5 The watering system shall have the functionality of being switched off with no interruption to any station program.

7.2.6 The watering system shall be monitored on a fortnightly basis by the contractor and all necessary adjustments and repairs, including materials, are for the bidder's account. Such repairs could include leaking valves, holes in pipes or clogged sprayer heads, amongst others.

7.2.7 Should a major malfunction occur that is outside the control of the service provider, as a result of force majeure, this is to be reported immediately, in writing to the project manager, in order that the costs can be approved and repairs speedily implemented.

7.2.8 Phase 2 to be completed within 3 months from date of appointment.

**7.3 Phase 3: Ongoing monthly maintenance;**

7.3.1 The first monthly maintenance is to be completed within thirty (30) days of the completion of the work required in paragraph 7.1 and 7.2 above.

7.3.2 All lawn areas shall be cut and edged, including the areas around the parking area, outside board rooms, main entrance and bottom parking areas.

**SSC WC 13 (2021/2022) DALRRD: APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION**

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

**7.4 Phase 4: Annual deep maintenance and fertilization**

- 7.4.1 Seasonal pruning and specialist tree felling maintenance shall be carried out on an annual basis, in consultation with the project manager.
- 7.4.2 All waste generated during this process shall be removed from site immediately.
- 7.4.3 A suitable fertilizer, as agreed with the project manager, is to be applied quarterly, in accordance with the manufacturer's specifications, to all flower beds and grass areas.
- 7.4.4 After fertilization, all areas shall be thoroughly watered.
- 7.4.5 All lawn areas shall be top dressed with a weed free top dressing to a depth of 4 centimetres during August of each year.
- 7.4.6 Care shall be taken to avoid damage to plants and plant roots during the fertilization process.
- 7.4.7 Should any plants die due to overzealous fertilization, their replacement will be for the bidder's account.
- 7.4.8 As part of the annual deep maintenance, any areas where die back has occurred historically or occurs naturally, shall be replanted by division using the plant type originally present in that area, if the plant type allows. This will be for the bidder's account.
- 7.4.9 Phase 4 to be undertaken in month 11 and month 23 from date of appointment.

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

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

**8.1 Materials and Tools**

- 8.1.1 The service provider shall be responsible for the supply, maintenance and operation (including fuel) of any tools used in the completion of the services required.
- 8.1.2 All equipment used for the completion of the services required shall be maintained in good working order at all times.
- 8.1.3 Servicing of equipment shall be carried out on a regular basis in accordance with the manufacturer's recommendations.
- 8.1.4 The bidder shall be responsible for the immediate replacement of any item of equipment that fails beyond repair.
- 8.1.5 No on-site storage facilities will be provided.

**8.2 Uniforms and Clothing**

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

**8.3 Service times**

8.3.1 The services shall be provided as stipulated with core service times for gardening services being weekdays from 07h00 – 16h00 daily.

**9. PERFORMANCE MANAGEMENT**

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

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

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

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



## 10. REPORTING LINES

- 10.1 The CD: NGI undertakes to provide a liaison official, serving as the project manager, to act as the primary contact between the CD: NGI and the service provider.
- 10.2 The service provider shall provide the garden services in accordance with the service specifications and service levels detailed in this contract and as may be required by the project manager from time to time in terms of reactive gardening demands.
- 10.3 The Service Provider shall give all valid service complaints, suggestions and constructive criticisms from the CD: NGI, and its service users. The Service Provider shall therefore be required to operate a complaint procedure, which is approved by the CD: NGI.

## 11. PRICING

- 11.1 The service provider must submit details regarding the price per phase 1, 2 and 4, as well as a monthly cost for Phase 3, consolidated for a total of 36 months.
- 11.2 Pricing must be stipulated **INCLUSIVE OF VALUE ADDED TAX** for the contract duration.

## 12. PAYMENT TERMS

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

**13. PRE-QUALIFICATION CRITERIA**

13.1 Only Bidders registered as B-BBEE Status level **1 - 4** contributors will be considered for this bid as per Preferential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.

13.2 Bidders are required to submit proof of B-BBEE Status Level of Contributor or a sworn affidavit in terms of the codes of good practice.

13.3 AOs/AAs (Accounting Officer / Accounting Authority) must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

13.3.1 For tenderers other than EMEs (Exempted Micro Enterprises) – verification agencies accredited by SANAS; or

13.3.2 For tenderers who qualify as EMEs – a sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths.

With the exception of EMEs and QSEs who are required to submit sworn affidavit in terms of Codes of Good Practice. Institutions must acquaint themselves with proof of B-BBEE as may be issued by the Department of Trade and Industry (DTI) from time to time.

**14. MANDATORY REQUIREMENTS**

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

14.1 Attach a resolution letter authorizing a particular person to sign the bid documents. Failure to submit such documentation will automatically disqualify the bid.

14.2 Only duly authorized signatories must sign the original and all copies of the bid offer where required:

- 14.2.1 In the case of a **ONE-PERSON CONCERN** submitting a bid, this shall be clearly stated on the company letterhead.
- 14.2.2 In the case of a **COMPANY** submitting a bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
- 14.2.3 In the case of a **CLOSED CORPORATION** submitting a bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
- 14.2.4 In the case of a **PARTNERSHIP** submitting a bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorization shall be included in the Tender.
- 14.2.5 In the case of a **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture to sign the documents on behalf of the Joint Venture.
- 14.3 Attendance of the Compulsory Briefing session and the Compulsory Site inspection as indicated in the signing of the attendance register. Failure to attend both the Compulsory Briefing session and the Compulsory Site Inspection will lead to disqualification of bidders.
- 14.4 Attached a valid Tax Clearance certificate/provide a Compliance Tax Status Pin on the space provided on the SBD1 form;
- 14.5 Where a consortium / joint ventures / sub-contractors are involved, each party to the association must submit separate Tax Clearance requirements as proof;
- 14.6 The pricing schedule, SBD 3.1, must be completed in full. No replication of this document will be accepted. No pricing schedule other than the SBD

- 3.1 will be accepted. Therefore, **failure to complete that attached SBD 3.1 (pricing schedule) on its original form will lead to disqualification.**
- 14.7 The bidder must be registered on the National Treasury Central Supplier database and attach a report as proof or provide registration number (MAAA) in the space provided on the SBD1 form.
- 14.8 If the bidder sub-contracts, the sub-contractor(s) must be registered on the National Treasury Central Supplier Database and the bidder must provide a CSD report as proof thereof or letter containing the registration number (MAAA).

## 15. EVALUATION CRITERIA

Bid proposals that meet all the requirements of these Terms of Reference will be evaluated in accordance with the PPR2017, being regulations formed under the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

- 15.1 **Phase 1: Pre-qualification and mandatory requirements** as specified in paragraphs 13 and 14 above. **Failure to meet the requirements and submission of the required documents with the proposal will automatically disqualify the bidder's proposal.**
- 15.2 **Phase 2: Functionality requirements**, where functionality will be evaluated individually by members of the bid evaluation committee in accordance with the functionality criteria and values. Bidders must score at least 60 out of 100 in respect of functionality in order to qualify for advancement to Phase 3 of the evaluation. A bidder that scores less than

**SSC WC 13 (2021/2022) DALRRD: APPOINTMENT OF A SERVICE PROVIDER FOR THE RESTORATION OF THE GARDENS AND SUPPLY OF GARDENING MAINTENANCE FOR A PERIOD OF TWENTY-FOUR (24) MONTHS FOR THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT: CHIEF DIRECTORATE: NATIONAL GEO-SPATIAL INFORMATION**

60 out of 100 will be regarded as submitting a non-responsive proposal/bid and will be disqualified. The applicable values that will be utilised when scoring each criteria ranges from:

**1=Poor; 2=Average; 3=Good; 4=Very good; 5=Excellent**

<b>EVALUATION CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>		<b>WEIGHT</b>
<b>1. ABILITY AND CAPABILITY</b>	Company experience, as indicated in attached reference letters/testimonials from clients in the following aspects: <b>NB: Proof should include value and duration of projects.</b>		<b>55</b>
	Experience of the company in a landscaping industry, including the laying of grass, layout of garden beds and laying chip stone in large areas.	20	
	Experience of the company in the gardening services and maintenance of gardens.	25	
	Experience of the company in the installation and maintenance of irrigation systems on sites of a similar nature in size.	10	
<b>2. METHODOLOGY</b>	Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed. Flexibility in customer service in terms of turnaround times with regard to solving problems which may arise during the execution of the contract i.e. contingency plan.		<b>45</b>
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>			<b>100</b>

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
<p><b>Company experience, as indicated in the attached reference letters/testimonials from clients in the follow aspect:</b></p> <p><b>NB: Proof should include the duration of projects.</b></p> <p><b>Experience of the company in a landscaping industry, including the laying of grass, layout of garden beds and laying chip stone in large areas.</b></p>	<p>Managed and completed less than 2 landscaping projects, with suitable references from clients, each contract being at least 6 months in duration.</p>	<p>Managed and completed 2 or more landscaping projects, with suitable references from clients, each contract being at least 6 months in duration.</p>	<p>Managed and completed 3-4 landscaping projects, with suitable references from clients, each contract being at least 6 months in duration.</p>	<p>Managed and completed 5-6 landscaping projects, with suitable references from clients, each contract being at least 6 months in duration.</p>	<p>Managed and completed over 6 landscaping projects, with suitable references from clients, each contract being at least 6 months in duration.</p>
<p><b>Company experience, as indicated in the attached reference letters/testimonials from clients in the follow aspect:</b></p> <p><b>NB: Proof should include the duration of projects.</b></p> <p><b>Experience of the company in the gardening services and maintenance of gardens.</b></p>	<p>Managed and completed less than 2 gardening services projects, with suitable references from clients, each contract being at least 12 months in duration.</p>	<p>Managed and completed 2 or more gardening services projects, with suitable references from clients, each contract being at least 12 months in duration.</p>	<p>Managed and completed 3-4 gardening services projects, with suitable references from clients, each contract being at least 12 months in duration.</p>	<p>Managed and completed 5-6 gardening services projects, with suitable references from clients, each contract being at least more than 12 months in duration.</p>	<p>Managed and completed over 6 gardening services projects, with suitable references from clients, each contract being at least more than 12 months in duration.</p>
<p><b>Company experience, as indicated in the attached reference letters/testimonials from clients in the follow aspect:</b></p> <p><b>NB: Proof should include the duration of projects.</b></p> <p><b>Experience of the company</b></p>	<p>Managed and completed less than 2 irrigation projects, with suitable references from clients, each contract being at least 3 months in duration.</p>	<p>Managed and completed 2 or more irrigation projects, with suitable references from clients, each contract being at least 3 months in duration.</p>	<p>Managed and completed 3-4 irrigation projects, with suitable references from clients, each contract being at least 3 months in duration.</p>	<p>Managed and completed 5-6 irrigation projects, with suitable references from clients, each contract being at least 3 months in duration.</p>	<p>Managed and completed over 6 irrigation projects, with suitable references from clients, each contract being at least 3 months in duration.</p>

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<p>in the installation and maintenance of irrigation systems on sites of a similar nature in size.</p>					
<p><b>Detailed broad methodologies that cover the proposed scope of work including task descriptions and how such tasks will be performed; proposed work schedule/ duty sheet/ work plan with clear milestones and timeframes for each task to be completed.</b></p>	<p>No information</p>	<p>Information covering only the scope of work, without weekly planned schedule.</p>	<p>Schedule of work in accordance with site layout plan, attached in line with scope of work and a weekly planned schedule.</p>	<p>Schedule of work, including a contingency plan for unforeseen delays, in accordance with site layout plan, attached in line with scope of work and a weekly planned schedule.</p>	<p>Schedule of work, including a contingency plan for unforeseen delays, in accordance with site layout plan, attached in line with scope of work and a weekly planned schedule, as well as a visual schematic proposal of completed site.</p>

15.3 **Phase 3: 80/20 principle will be applied in terms of the new Preferential Procurement Regulations 2017, pertaining to the PPPFA Act No. 5 of 2000.** During this phase, bidders will be further evaluated based on 80 points for price and 20 points for attaining the B-BBEE Status Level of Contributor in accordance with the table below:

<b><u>B-BBEE Status Level of Contributor</u></b>	<b><u>Number of Points</u></b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

In order to claim the B-BBEE Status Level of Contributor points, bidders must submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agency/s by SANAS or Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), together with their bids to substantiate their B-BBEE rating claims. The Exempted Micro Enterprise must submit a letter



from the Accounting Officer who is appointed in terms of the Close Corporation Act.

The Department of Agriculture, Rural Development and Land Reform is an equal opportunity, affirmative action employer. It shows the same commitment to those who wish to provide services to the Department via the procurement process. The Department reserves the right not to award the contract or award the contract as a whole to one service provider, or to various service providers.

**16. BID CONDITIONS**

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

**17. TERMS AND CONDITIONS**

- 17.1 General Contract Conditions (GCC);
- 17.2 Authority to sign the Standard Bidding Documents (SBD) on behalf of an entity;
- 17.3 SBD 1: Invitation to Bid;
- 17.4 SBD 2: Tax Clearance requirements;
- 17.5 SBD 3.1: Pricing Schedule – Firm Prices (Purchase);
- 17.6 SBD 4: Declaration of Interest;
- 17.7 SBD 6.1: Preference Points Claim Form
- 17.8 SBD 8: The declaration of bidders past Supply Chain Management Practices;
- 17.9 SBD 9: Certificate of Independent Bid Determination;

**18. TERMS AND CONDITIONS OF PROPOSAL**

- 18.1 Awarding of the proposal will be subject to the Service Provider's expressing acceptance of the DALRRD Supply Chain Management General Contract Conditions.
- 18.2 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this bid will result in disqualification.
- 18.3 The Service Provider's supervisor, who shall be identified in writing to the Departmental representative and empowered to act for him, shall constantly be present on-site during servicing times. The Service Provider must give the assurance that all workers will be under proper supervision. Any liaison regarding the daily needs will be through the supervisor and not directly with workers.
- 18.4 All Acts and Regulations relating to gardening services must be adhered to by the Service Provider. All equipment and gardening material must comply with the South African National Standards and Occupational and Health and Safety Act and regulations; and must be of a high quality, in accordance with SABS quality management system.
- 18.5 No equipment, utensils or detergents that may damage the buildings, fittings and persons shall be used. The Department has the right to reject such.
- 18.6 Any shortcoming in these terms of reference must be identified by the service provider prior to the awarding of the contract. Any shortcoming identified by the service provider after the contract has been awarded and that which would have an impact on the contract price will be for the account of the service provider.
- 18.7 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period, the DALRRD may cancel the contract within one month's notice.

18.8 In the case of a Partnership, Close Corporation or a Company, an affidavit reflecting the names, identify numbers and addresses of the partners, members or directors (as the case may be) must be submitted together with a copy of the latest audited financial statements.

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

19.1 The Department of Agriculture, Land Reform and Rural Development shall:

19.1.1 Conduct business in a courteous and professional manner with the service provider.

19.1.2 Not accept responsibility/liability of accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.

19.1.3 Not accept responsibility/liability for any damages suffered by the service provider or the personnel for the duration of the contract.

19.1.4 The DALRRD shall enter into a service level agreement (SLA) upon appointment of the suitable service provider. These terms and conditions will also form part of the service level agreement.

19.1.5 Not accept responsibility for the safeguarding of the gardening equipment and detergents.

19.2 The DALRRD shall provide free of charge all necessary light, water, power, change rooms and other facilities that may be required by the Contract to perform its services.

19.3 Safe access to the premises at all reasonable times in order that the Contractor may carry out its obligations in terms of the contract. Necessary keys will be provided and are to be retained by the supervisor.

19.4 All necessary documentation to meet with the Departmental Security protocol requirements.

19.5 All the contractor's employees are to be security screened and vetted before being allowed onto the site. The DALRRD reserves the right to inform the contractor to remove a member of their staff should they pose any risk to security of the DALRRD.

## **20. RESPONSIBILITY OF THE CONTRACTOR**

20.1 The contractor shall:

20.1.1 Provide everything necessary for the proper execution of the gardening works in terms of these terms of reference.

20.1.2 Maintain its equipment in good order and be OHS compliant.

20.1.3 Ensure that fair labour practices are complied with.

20.1.4 Observe and comply with all statutory Conditions of Employment as to wages and contributions, employment contracts for Contractor employees, hours of work, overtime or leave applicable to the relevant industry.

20.1.5 Supply an adequate labour force in order to render an acceptable standard of service to the Department. This labour force is to conduct itself in an efficient and professional manner, and in carrying out their duties, and must keep disturbances to the staff of the building to a minimum.

20.1.6 The supervisor shall attend to any problems or complaints that may arise, and directives given to him/her by the Departmental representatives shall be deemed to be given to the contractor.

20.1.7 Keep the facilities provided clean and tidy and available for inspection by DALRRD upon request.

20.1.8 Conform to laws, regulations or by-laws of any department of state, provincial administration or local authority which may be applicable hereto.

20.1.9 Comply with departmental security and emergency regulations and procedures.

20.1.10 Demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

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

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

## **21. OBSERVANCE OF OCCUPATIONAL HEALTH & SAFETY ACT (OHS)**

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

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

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

## **22. INCEPTION OF CONTRACT**

22.1 The contract will come into effect by mutual agreement, and this bidder will render such services with effect from that date. Bidders must be in a position to introduce their services as outlined above. The contract shall be for a period of two (2) years.

## **23. PERFORMANCE REVIEWS**

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

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

23.2.1 Discussion of required amendments to this Contract;

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

23.2.3 Service Control Information;

23.2.4 Findings of the periodic service checks;

23.2.5 Service costs and/or invoices;

23.2.6 Performance of the Service Provider.

**24. DETAILS OF THE SERVICE PROVIDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT**

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

**25. ACCEPTANCE OF SERVICE PROVIDER'S BID**

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

**26. COMPLIANCE REQUIREMENTS**

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

**27. BREACH AND TERMINATION OF CONTRACT**

- 27.1 The DALRRD and the Service Provider shall each appoint a Project Manager and Gardening Services Project Officer (CPO) respectively who shall work in close co-operation in order to facilitate the flow of information, solving of problems, accounts, payments, etc. between the parties.
- 27.2 The Service Provider must keep to general acceptable accounting practices and will keep all accounting records in respect of rendering of the Gardening Services.
- 27.3 The accounting period shall run from the 1<sup>st</sup> day until the last day of each month.
- 27.4 The amount claimed monthly from the DALRRD in respect of Gardening Services shall not exceed the amount tendered as per the financial summary attached to the tender conditions.
- 27.5 Claims for payment of the monthly fee in respect of the Gardening Services must be submitted to the invoice nodal point on the official invoices of the Service Provider's organisation.
- 27.6 The Project Manager shall certify as correct, each monthly invoice submitted for payment by the Service Provider.
- 27.7 The Project Manager shall also have the final responsibility to ensure that the service rendered by the Service Provider conforms to the specifications of the contract.
- 27.8 It is hereby agreed that payment of accounts received by the DALRRD in terms of the services rendered, shall be effected within 30 days after receipt of a correctly completed and certified account. The DALRRD does not accept responsibility for delays in payment due to faulty accounts being submitted.

**28. SECURITY AND CONFIDENTIALITY OF INFORMATION**

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

**29. LIABILITY**

29.1 The Contractor will indemnify, protect, defend and hold harmless the DALRRD from and against any and all claims, demands, actions and proceedings whatsoever including all fees, cost and expenses incurred in respect thereof and arising out of:

29.1.1 Any claim in respect of any taxes payable by the Contractor.

29.1.2 Any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 (SA) or for any loss for which the Contractor is liable.

29.1.3 Any claim in respect of the Occupational Health and Safety Act.

29.1.4 Any claim by any third person including any employees of the DALRRD or of the Contractor for any loss resulting from any bodily injury and/or damage to property by an act or omission of the Contractor or any of its employees, servants or agents.

**30. WORK WEEK**

30.1 The Contract will provide the DALRRD with its service as required, with the working week being from Monday to Friday.

30.2 Working hours for gardening contract are from 07h00 to 16h00.

30.3 Should services be required outside of the working hours for the gardening contract, these will be performed strictly in accordance with mutual agreement and such agreement shall be in writing.



**31. ADDITIONAL SERVICES**

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

**32. DEFAULT BY CONTRACTOR**

32.1 The stipulation of the Accounting Officer's Supply Chain Management System paragraph 9.4 apply in particular cases of any failure to comply with any of the Conditions of Contract, or where an unsatisfactory service is rendered.

32.2 Where an unsatisfactory service has been rendered, if after receiving written notice from the DALRRD to remedy same, and such default continues for seven (7) days, the DALRRD may, without cancelling the contract, be entitled to arrange for the execution of any service not rendered in conforming with this specification. Any adverse differences in the price plus costs to the department will be for the Contractor's account.

32.3 Should such default continue for fourteen (14) days after a registered letter to the Contractor from the DALRRD, the DALRRD may, without prejudice to any other rights in terms of the contract or in Law, by registered post, terminate the contract.

**33. MONITORING OF SERVICES**

33.1 The DALRRD will appoint a staff member, as Project Manager, in the building who will monitor the contract on its behalf. The contractor's representative is to accompany the appointed staff member on monthly inspections regarding quality of service rendered and will also attend to any complaints as and when they arise. All such complaints will be delivered to the contractor's representative by the appointed staff member and are to be attended to within 24 hours.

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

**34. GENERAL**

34.1 No departure or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfilment has been agreed to in writing through the agency of the Departmental Bid Committee.

34.2 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the agency of the Departmental Bid Committee.

34.3 **Should the contract alienate his rights and liabilities in terms of this contract, he/she must notify the Director General: DALRRD immediately, so that the necessary steps for the cession of the contract can be taken.**

**35. CHANGES IN THE SCOPE OF CONTRACT**

35.1 In the event of any building or section thereof becoming unoccupied or alternatively previously occupied areas becoming utilized during the currency of the contract, the Contract Management shall inform the contractor accordingly, so as to cease/start with the service in that particular building.

35.2 In the event that the offices need to relocate, this contract may be cancelled.

35.3 One (1) month's notice in writing, shall be given to the contractor with regards to change in scope.

35.4 When the need arises, the contractor will be asked by the Department to quote for that specific job/task.

**36. PUBLICATION OF BID DOCUMENT**

**ADVERT PERIOD:** 21 days

**PUBLICATION DATE:** 20 August 2021

**CLOSING DATE:** 10 September 2021

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

**37. OBTAINABILITY OF BID DOCUMENT**

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

**38. CONTACT PERSONS**

<u>No</u>	<u>Name</u>	<u>Day Contact</u>	<u>Email Address</u>
1	Mr Lincoln Mathebula	021 409 0523	<a href="mailto:Lincoln.mathebula@dalrrd.gov.za">Lincoln.mathebula@dalrrd.gov.za</a>
2	Ms Michelle Denner	021 658 4334	<a href="mailto:michelle.denner@dalrrd.gov.za">michelle.denner@dalrrd.gov.za</a>