

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape as and when needed for a period of 36 months: Area 1

Project title:	The provision of a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape as and when needed for a period of 36 months: Area 1
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Bid no:	CPTYT31/22		
Advertising date:	28/11/2022	Closing date:	20/01/2023
Closing time:	11:00AM	Validity period:	60 days

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

1.	<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	<input type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
6.	<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
7.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
8.	<input checked="" type="checkbox"/>	<p>Tenderers to comply with the pre-qualification criteria on paragraph 11.3 (level 1 or 2) for Preferential Procurement as follows:</p> <p>a) A valid copy of the bidder's BBB-EE certificate OR</p> <p>b) A valid copy of the bidder's "Sworn Affidavit" attested by the commissioner of Oath as prescribed by the BBB-EE Codes of Good Practice.</p> <p>The Date of deponent and date of Commissioner of Oath must correspond or be the same; financial year end must be indicated, according to The Broad-Based Black Economic Empowerment Practice Guide 01 Of 2018, Determining The Validity of a Broad-Based Black Economic Empowerment Verification Certificate, B-BBEE Certificate and Sworn Affidavit paragraph 17(i)</p> <p>c) A valid copy of BBB-EE issued by the DTI will be accepted</p> <p>d) A valid copy of a BBB-EE Verification Certificate / a sworn affidavit and a BBB-EE Certificate issued by the Companies and Intellectual Property Commission (CIPC) will be accepted</p> <p>e) A trust, consortium or joint venture must submit a consolidated BBB-EE status Level Certificates together with the bids. Failure to submit the consolidated BBB-EE will lead to disqualification of the bid.</p> <p>NB: Failure to submit any of the above will result in disqualification of bids as this is a pre-qualification criteria.</p>
9.	<input checked="" type="checkbox"/>	Submission of duly completed PA-32 and the pricing schedule (The total from the pricing schedule must be transferred to the PA-32.
10.	<input checked="" type="checkbox"/>	Submission of DPW09: Particular of Tenderer's Projects.
11.	<input checked="" type="checkbox"/>	Attendance of compulsory site briefing meeting.

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
5	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
8	<input type="checkbox"/>	Copy of valid tax clearance certificate, SARS PIN.
9	<input checked="" type="checkbox"/>	Submission of PA16: Preference points claim form in terms of the Preferential Procurement Regulation 2017
10	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC) : Site inspection meeting certificate as a proof of attendance of compulsory site briefing meeting.
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

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

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

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

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

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

Minimum functionality score to qualify for further evaluation:	50
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Functionality criteria:	Weighting factor:
<p>WORK EXPERIENCE WITH GARDEN MAINTENANCE PROJECTS</p> <p>The bidder must demonstrate adequate experience to have successfully managed projects of gardening to the value threshold equal to or above R100 000.00 accumulated in the last 5 years.</p> <p>(i) The bidder must attach appointment letter(s) from the Employer with a clear project description, contract value and contract duration and reference letter(s) from the Employer with a clear project description, contract value and contract duration. (Each appointment letter must be supported by a reference letter) OR (ii) The bidder must attach Purchase Order(s) from the Employer with a clear project description, contract value and contract duration and reference letter(s) from the Employer with a clear project description, contract value and contract duration. (Each Purchase Order must be supported by a reference letter) OR (iii) The bidder must attach Signed Contract(s) / SLA (s) from the Employer with a clear project description, contract value and contract duration and reference letter(s) from the Employer with a clear project description, contract value and contract duration. (Each Contract/ SLA must be supported by a reference letter)</p> <p>The proof submitted in this category must be aligned to the list of projects submitted on the DPW-09. Failure to provide information on the DPW-09 or provide information regarding the bidder's experience will lead to no scoring of points in this criteria. The projects listed on the DPW-09 will be used to score the bidder on quality.</p> <p>5 projects = 5 points 4 projects = 4 points 3 projects = 3 points 2 projects = 2 points 1 projects = 1 points</p>	30

<p>QUALITY / PERFORMANCE EVALUATION</p> <p>References listed on the DPW-09 will be used to obtain the quality of work. Bidders must provide contactable references (inclusive of contact person and his/her contact details). The bidder must forward/submit the standard template (QP-002) attached in the tender document to the referees to complete as listed on the DPW-09 and it must be signed and stamped. The duly completed, signed and stamped QP-002 form must be attached to the tender document and submitted on/or before closing date.</p> <p>(The projects submitted for experience, quality / QP-002 must correspond with projects listed on the DPW-09).</p> <p>The bidder must submit quality form for each project listed on the DPW-09. If the bidder submits more than one quality form with different ratings an average will be used to score the bidder in this category.</p> <p>Failure to submit quality forms (QP-002) will lead to no scoring of points in this criteria.</p> <table data-bbox="210 779 973 920"> <tr> <td>a) Excellent references</td> <td>5 points</td> </tr> <tr> <td>b) Good references</td> <td>4 points</td> </tr> <tr> <td>c) Fair references</td> <td>3 points</td> </tr> <tr> <td>d) Average references</td> <td>2 points</td> </tr> <tr> <td>e) Poor references</td> <td>1 point</td> </tr> </table>	a) Excellent references	5 points	b) Good references	4 points	c) Fair references	3 points	d) Average references	2 points	e) Poor references	1 point	<p style="text-align: center;">30</p>				
a) Excellent references	5 points														
b) Good references	4 points														
c) Fair references	3 points														
d) Average references	2 points														
e) Poor references	1 point														
<p>RESOURCES: EQUIPMENT FOR GARDENING SERVICE</p> <p>The bidder must provide valid proof of ownership of the Machinery and equipment.</p> <p>The bidder must provide ownership by means of submitting: Asset Register signed by the accountant or auditor of the machinery and equipment OR Lease Agreement signed by both parties (lessee and lessor and must be valid for the duration of the contract) OR A signed letter of intent to lease or buy machinery and equipment.</p> <p>If the bidder submits a Letter of Intent to lease or buy, the machinery and equipment must be provided within calendar days if awarded the tender.</p> <p>The following machinery and equipment are required:</p> <p>The following machinery and equipment are required:</p> <table data-bbox="210 1400 790 1563"> <tr> <td>Heavy duty Brush cutter</td> <td>x2</td> </tr> <tr> <td>Heavy duty Chainsaws</td> <td>x2</td> </tr> <tr> <td>Kudu/ Push / Ride-on / Industrial mowers</td> <td>x1</td> </tr> <tr> <td>Tractor and slasher</td> <td>x1</td> </tr> <tr> <td>Garden tools, i.e rakes, forks, spade, ect</td> <td>x5</td> </tr> </table> <p>Scoring:</p> <table data-bbox="210 1646 813 1697"> <tr> <td>Proof of ownership/lease agreement</td> <td>5 points</td> </tr> <tr> <td>Letter of intent to lease or buy</td> <td>3 points</td> </tr> </table>	Heavy duty Brush cutter	x2	Heavy duty Chainsaws	x2	Kudu/ Push / Ride-on / Industrial mowers	x1	Tractor and slasher	x1	Garden tools, i.e rakes, forks, spade, ect	x5	Proof of ownership/lease agreement	5 points	Letter of intent to lease or buy	3 points	<p style="text-align: center;">20</p>
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Letter of intent to lease or buy	3 points														

<p>VEHICLES</p> <p>The Bidder must provide one of the following as proof of vehicles. 1 x tonner bakkie for equipment and plants and 1 x combi or closed up truck for personnel transportation.</p> <p>Copy of E-Natis report for the vehicle(s) registered under director's name or company name OR A lease agreement duly signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract OR A letter of intent to lease or buy. (The bidder will be given 7 calendar days to lease or buy the vehicle(s) if awarded the tender).</p> <p>Scoring: Proof of ownership or lease agreement = 5 points Letter of intent to buy or lease = 3 points</p>	20
Total	100 Points

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

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

COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za

- Alternatively; Bid documents may be collected during working hours at the following address Lower Heerengracht Street, Custom`s House, 9th floor, Room 941, Cape Town. A non-refundable bid deposit of R 100.00 is payable, (Cash only) is required on collection of the bid documents.
- A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at Lower Heerengracht Street, Custom`s House on 12/12/2022 starting at 11h00. Venue 3rd floor, Dome. *(if applicable)*

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	M.A.E. Jantjies	Telephone no:	021 402 2402/7
Cell no:	079 872 8631	Fax no:	
E-mail:	mae.jantjies@dpw.gov.za		

DEPOSIT / RETURN OF BID DOCUMENTS:

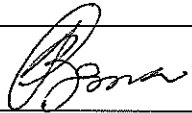
Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 Cape Town 8001</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 941</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p>FRONT ENTRANCE CUSTOM`S HOUSE BUILDING LOWER HEERENGRACHT STREET</p>
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COMPILED BY:

E Bessick		ASD: Horticulture	25/11/2022
Name of Project Leader	Signature	Capacity	Date

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CPTYT31/22	CLOSING DATE:	20/01/2023	CLOSING TIME:	11H00
DESCRIPTION	The provision of a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape as and when needed for a period of 36 months: Area 1				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LOWER HEERENGRACHT STREET, FORESHORE					
CAPE TOWN					
OR POSTED TO:					
Office 941, Tender Office, Customs House Building, Lower Heerengracht Street					
Cape Town, 8000					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR DETAILS:			
		NAME: REGISTRATION NUMBER: BUSINESS ADDRESS: TELEPHONE NUMBER:.....			

	E-MAIL ADDRESS:.....
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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

- | |
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| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> <p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD</p> |
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NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	The provision of a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape as and when needed for a period of 36 months: Area 1		
Bid no:	CPTYT31/22	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ 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).² Collusive bidding is a *per 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 form (PA-29) 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 (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

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 consortium³ 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.

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.

Name of Bidder	Signature	Date	Position

³ 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.

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	<i>The provision of a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape as and when needed for a period of 36 months: Area 1</i>		
Tender / quotation no:	CPTYT31/22	Closing date:	20/01/2023
Advertising date:	25/11/2022	Validity period:	60 days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>The provision of a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape as and when needed for a period of 36 months: Area 1</i>		
Tender no:	CPTYT31/22	Reference no:	
Closing date:			

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: **insert date**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

- The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

- The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ *(code)*



PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

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



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*
on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to Select R50 000 000 (all applicable taxes included) and therefore the...Select Points.....system shall be applicable.

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

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

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

POINTS

1.3.1.1 **PRICE**

Select Price Points

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**

Select B-BBEE Level

Total points for Price and B-BBEE must not exceed

100

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

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

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



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

2. DEFINITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

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

.....

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPTYT31/2022

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
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10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPTYT31/222

2. DECLARATION:

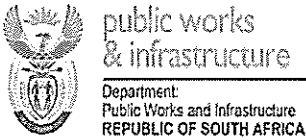
The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**



TERMS OF REFERENCE FOR THE

APPOINTMENT OF A PANEL OF SERVICE PROVIDER

FOR THE PROVISION

OF

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE
SERVICES FOR THE NATIONAL DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
IN THE WESTERN CAPE FOR A PERIOD 36 MONTHS: SERVICES IS AND WHEN NEEDED AT
AREA 1 IN THE METROPOLE AND SEABOARD AREAS.**

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

The provision of a panel for garden maintenance, tree maintenance, firebreaks and plot maintenance services for the Department of Public Works and Infrastructure (DPWI) in the Western Cape as and when services are needed for a period of 36 months.

AREA 1: – Metropole and Atlantic seaboard areas.

(A) PURPOSE OF THIS BID

- The purpose of this bid is to invite service provider for The provision of a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape for a period of 36 months: Services is and when needed for Area 1 in the Metropole and Atlantic seaboard

(B) PROJECT OBJECTIVES

- The objective of this bid is to appoint a panel of service providers for the Western Cape Province to ensure that the Departmental State Properties are maintained.

(C) THE PANEL

- The panel will consist of bidders who meet all the requirements and criteria as stipulated in this terms of reference as well as the PA-04 (GS) Notice & Invitation to Bid form.
- Bidders on the panel will be ranked from the lowest overheads and mark-up percentage to the highest and work will be allocated accordingly.
- Each allocation of work will be for a duration of three months period and rotated thereafter.
- All bids will be evaluated, scored, the highest scoring bidder (BBBEE, mark-up percentage, overheads and tax percentage) will be given work first (as and when the need arises) before going to the next bidder in terms of the lowest final offer taking into account overheads and mark-up percentage until all bidders are utilized.
- If all bidders are utilized or allocated work from the panel, the Department will begin with the lowest offer once again to allocate work if there is a need of services.
- A number of allocation of sites may not necessary be the same, it will depend on the, unit price offered, lowest mark-up percentage and size of the site.

1. INTRODUCTION

- 1.1 The Department of Public Works and Infrastructure (DPWI) invites bids for the provision of garden maintenance, tree maintenance, fire break maintenance and plot maintenance services at specified premises.
- 1.2 The required norms and standards of the service to be rendered, and the precise scope thereof, are set out in Schedules A and B hereto.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

- 1.3 All bidders must attend all the compulsory site briefing meeting. The attendance register must be signed as proof of attendance with a compulsory site certificate which is included in the bid document.
- 1.4 Should any of the premises served by this contract be vacated or should the service for any other reason become wholly unnecessary, the Bidder agrees to claim no payment in respect of such centre and the contract shall be considered as cancelled in respect of such centre.

2. DEFINITIONS & INTERPRETATION

- "Bid": includes "tender, and vice versa.
- "Contractor": means the successful bidder in terms of this Bid, and Supplier as referred to in the General Conditions of Contract
- "Premises" and "site": means the physical location where the services are to be rendered.
- "the Contract": means the contract arising from the formal acceptance of a bid, governed by the General Conditions Contract, and as supplemented and/or varied by the terms of this document.
- "the Department": means the Department of Public Works and Infrastructure (DPWI).
- "the General Conditions of Contract": means the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- "User Department": means other any client department.
- Any reference to the singular shall include the plural, and vice versa, unless the context clearly indicates otherwise.
- Any reference to one gender shall include the other, as well as gender-neutral persons and/or entities.

3. FORMAL REQUIREMENTS FOR SUBMISSION OF BIDS

- 3.1 Bid documents must be fully completed in all respects.
- 3.2 Bidders must ensure their tax status remain compliant.
- 3.3 Certified copies of registration certificates in the case of corporate entities, and identity documents in the case of natural persons must be attached.
- 3.4 No preference points may be claimed unless certified copies of BBBEE certificates are attached.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

3.5 If the bidder is a Joint Venture, a certified copy of the Joint Venture Agreement must be submitted with the bid documents.

3.6 In order to facilitate communication, bidders must furnish an e-mail address, or facsimile contact number.

4. SECURITY CLEARANCE

4.1 Bidders shall be subject to security clearance.

4.2 Bidders must submit all required documentation for purposes of security clearance within seven (7) working days of request by the Department.

4.3 Under no circumstances will a tender be awarded unless the bidder concerned has obtained security clearance.

4.4 Bidder who fails to obtain necessary State Security clearance will not be part of the panel of service providers.

5. AWARD OF TENDER

5.1 Bidders will be part of the panel of service providers who scores the highest number of points; unless justifiable grounds exist why the relevant bid should not be part of the panel of service providers.

5.2 Notwithstanding anything contrary herein contained, no contract shall come into being until such time as the Department issues a formal notice to a bidder as being successful to be part of the panel of service providers.

6. STATUTORY COMPLIANCE

6.1 Bidders must comply with all applicable statutory and other regulatory stipulations, particularly the Basic Conditions of Employment Act, 75 of 1997 as amended.

6.2 The above-mentioned requirement forms part of the Bid conditions.

7. DURATION OF CONTRACT

7.1 The contract shall endure for a period of 36 months, calculated from formal acceptance of the successful bidder's offer.

7.2 The Department reserves the right, at its sole discretion, to extend the contract for a further period, not exceeding 12 months, upon the same terms and conditions.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

8. FORM AND COMPOSITION OF CONTRACT

- 8.1 The contract will be subject to the General Conditions of Contract, as supplemented by the terms set out in this document, including all the schedules attached hereto.
- 8.2 Where, however, the General Conditions of Contract are in conflict with any of the terms contained in this document, the latter shall prevail.
- 8.3 The bid document, together with the attached schedules and other specifications contained in this document, shall constitute part of the Contract.

9. EXCLUSION OF BIDS

Bidders will not be eligible to submit a tender if:

- 9.1 The Bidder submitting the tender is under restriction, or has or has a member who is under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- 9.2 The Bidder submitting the tender is insolvent, bankrupt or being wound up; has his affairs administered by a court or a judicial officer; has suspended his business activities; or is subject to legal proceedings in respect of the afore-mentioned.

10. COMMENCEMENT OF WORK

- 10.1 The Contractor shall not perform any work or render any services in terms of this Contract unless in receipt of a written instruction to this effect from the Department.
- 10.2 The Contractor shall commence duties on site on the date the letter of acceptance is issued.
- 10.3 The Contractor must advise the Regional Manager: Department of Public Works immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

11. WORK SCHEDULE

- 11.1 The official working hours for the services to be rendered will be between 07h00 to 15h30, Monday to Friday. A lunch break between 12h00 to 13h00 will be permitted, or as permitted by the Client Department.
- 11.2 The services required in terms of this bid will be for week days, or as per Client Department request. Absenteeism must be managed internally by the successful bidder and not hamper service delivery.
- 11.3 As regards Periodic Courts, subject to prior agreement between the User Department and the service provider, only services at such courts will be compensated for.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

11.4 The Contractor shall ensure that all personnel engaged shall be cleared by the South African Police Services before they commence any duties on site, and shall provide proof of such clearance to the Department upon request.

12. MINIMUM REQUIREMENTS

12.1 Bidders must take cognisance of the garden maintenance standards and norms as per **Schedule A** on and of the Specifications which must be adhered to during the performance of the services.

12.2 Bidders must indicate compliance or non-compliance in **Schedule A** on a paragraph basis. Indicate compliance with the relevant paragraph by marking the **YES** box and non-compliance by marking the **NO** box.

12.3 Bidders must clearly state if any deviation from these requirements is proposed and the reason therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to this part of the bid submission.

12.4 Answering questions or supplying detail by referring to other sections is not acceptable. Should bidders fail to indicate compliance with the requirements, DPWI will assume that the bidder is not in compliance or agreement with the statement(s) as specified in the bid and the bid will be eliminated from further evaluation.

13. PRICING

13.1 Bidders who form part of the Panel of Service Providers will be issued with a Request for Quotation as and when work needs to be executed.

- a. The Request for Quotation will indicate the area of site and duration of works.
- b. Service Providers will be given between 24 and 72 hours to price the works.
- c. Bidders must at all times be in possession of equipment(s) as indicated in the functionality criteria.

13.2 The prices quoted must be firm and reasonable for the duration of the site contract as indicated on the Request for Quotation. It is expected that bidders will cover the risk of price increases for consumables, uniforms and materials, etc.

13.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach as and when pricing schedule is issued for each specific site. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule that particular form.

13.4 The successful bidder shall make available **Schedule C** signed by the relevant authority from the relevant site and bring it along with the tax invoice as part of the proof that work was carried out. Failure to comply with regard will delay payment.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

- 13.5 **BID PRICE EXAMPLE:** Bidders' attention is drawn to **Schedule C** to assist them in compiling their bid price as and when pricing schedule is forwarded to them when work becomes available. The items listed in the schedule are not exhaustive and bidders must allow for any contingencies in order to effect the necessary garden maintenance services.
- 13.6 Unit rates shall be inclusive of labour, transport, overheads and everything necessary for proper performance of the work. All overhead costs must be inclusive of VAT (15%).
- 13.7 Bidders to make provision for annual increases in their bid pricing.

14. PRODUCT SPECIFICATIONS

- 14.1 All garden related chemical products to be used by contractors must be environmental friendly, green products as stipulated by South African National Environments Management Act (NEMA). Unless otherwise specified, the products to be utilised in terms of the Contract must also comply with the relevant standards of the South African Bureau of Standards (SABS) and/or ISO9001.
- 14.2 Bidders must submit a **complete list** to indicate what type of products they intend to use in terms of the Contract.
- 14.3 The Department may request samples of the products, which must be provided within seven (7) days upon request.

15. PAYMENTS

- 15.1 Payment will be made monthly on submission of an **Original Invoice** for the services rendered.
- 15.2 Invoices and delivery notes must be placed in a sealed envelope addressed to **The Department of Public Works and Infrastructure (DPWI)** and deposited in the invoice boxes provided on the 11th floor (Registry Office) of Customs House Building. Alternatively, the invoices may be posted to the following address: Private Bag X9027, Cape Town, 8000 or e-mailed to the registry office to: Gloria.gusha@dpw.gov.za
- 15.3 The original invoice must indicate / include the unique number for which month's payment is claimed, and must reflect the Order Number, contractor's banking details, full company name, SARS Income Tax Number, VAT Number (where vendor is registered) and signature of the contractor.
- 15.4 The original invoice must be submitted at the beginning of the first week of each month after completion of previous month's services, failing which, payment will not be effected and or will be delayed.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

15.5 Payment shall be made by bank transfer into the Contractor's bank account within 30 days after receipt of an acceptable, original and valid tax invoice.

15.6 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT, or other moneys required to be paid in terms of any applicable fiscal provision.

16. DISCLAIMER

16.1 Bidders must conduct their own checks and investigations and satisfy themselves as to the correctness of any and all aspects of the bid. The Department will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

16.2 No legal or other obligation shall arise between bidders and the Department unless and until the formal appointment documentation has been signed. The Department is not obliged to proceed with any proposals of any bidder. The Department also reserves the right to request changes to any proposed consortia.

17. BREACH AND TERMINATION

The Department reserves the right to terminate the Contract under any one of the following circumstances:-

17.1 The Contractor has failed to comply with a statutory/or other regulatory obligation, and has not remedied such breach within 14 days of written notice by the Department to remedy such breach;

17.2 The Contractor has received at least three (3) written notifications from the Department during the currency of the Contract in respect of any breach.

17.3 The User Department has made persistent and unresolved complaints in regard to the standard, quality or level of service rendered by the Contractor.

17.4 The Contractor shall be liable for all damages and/or loss which may be incurred by the Department as a result of his failure to perform any portion of the contract; or his failure to perform the services at an acceptable level, quality or standard.

18. NOTIFICATION

18.1 Any formal notification required in terms of the Contract may be transmitted by e-mail or facsimile, and shall be deemed to have been received on the day following transmission: Provided that the following days is not a Sunday or public holiday.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

- 18.2 No contractor should vacate premises without notifying the Department a week before such vacation takes place.
- 18.3 Should any of the premises served by this contract be vacated or should the service for any other reason become wholly unnecessary, the Bidder agrees to claim no payment in respect of such centre and the contract shall be considered as cancelled in respect of such centre.
- 18.4 A successful bidder should provide full uniform for their staff within one month from the date of award.
- 18.5 The Department will cancel the contract with immediate effect if, the Contractor does not have all the resources or proof of resources to complete the contract. This is stipulated as:
- (a) Public Liability Insurance
 - (b) All risk insurance
 - (c) A full staff compliment with signed contracts and identification cards, dressed in full personal protective equipment
 - (d) Equipment dedicated to this contract
 - (e) Compliance of OHS Act of 1983
 - (f) Compliance COVID-19 regulations 2020
 - (g) National Water Act (Act 32 of 2000)
 - (h) National Environmental Management Act (Act 107 of 1998)

19. TERRAIN / SITE INSPECTION

19.1 Prospective bidders are expected to attend a compulsory site meeting as advertised. After the site briefing meeting, the bidders are encouraged to attend random sites visits at their own transport. The Departmental officials will facilitate the site visits to the random sites. Failure to attend the compulsory site briefing meeting will result in the tender being disqualified.

20. DPW&I Reports

- 20.1 The authorised representative will complete Schedule at the end of each month to prove service delivery which must be submitted together with the invoice. Failure to do so will/may result in the delay of payment.
- 20.2 The service provider needs to sign in and out with the security services on the commencement and completion of the service on the day, where applicable.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

20.3 All staff should be given in-service training in Basic Gardening Practices.

SCHEDULE A

PLOT MAINTENANCE STANDARDS AND NORMS

#	REQUIREMENTS	COMPLY		
		YES	NO	IF "NO", INDICATE DEVIATIONS
1	<i>Plot clearing: Vacant property</i>			
	<u>Tractor mowing and slashing</u> <ul style="list-style-type: none"> o Cut and clear and grass and alien vegetation. o Grassed areas that cannot be slashed needs to be brush-cut to same height as slashed areas. o Alien vegetation stumps to be treated with appropriate herbicide to prevent further growth. o All debris to be removed from site immediately to the nearest disposal works. 			
	<u>Fire breaks</u> <ul style="list-style-type: none"> o Existing fire breaks will be maintenance at the same width. o All plant material to be mowed down to ground height. o Creation of fire breaks will be at a width of 10 meters and be mowed down to ground height. 			
	<u>Edging</u> <ul style="list-style-type: none"> o Trim vertical growths at edges, where grass meets paving, walls, poles, tree trunks, and any other element to the same height as the grass has been mowed. 			
	<u>Alien vegetation removal</u> <ul style="list-style-type: none"> o Alien vegetation too large to be slashed must be removed by 			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

	<p>hand or small machinery.</p> <ul style="list-style-type: none"> o In the event that the alien vegetation is between indigenous flora the department will give further instruction to the removal of the alien vegetation. o The stump should be treated with an appropriate herbicide to prevent further growth. 			
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#	REQUIREMENTS	COMPLY		
		YES	NO	IF "NO", INDICATE DEVIATIONS
1	<i>Plot clearing: Vacant improved property</i>			
	<p><u>Clearing vacant improved plots.</u></p> <ul style="list-style-type: none"> o Brush cut the grass down to a height of ±15mm. o Trim vertical growths at edges, where grass meets paving, walls, poles, tree trunks, and any other element to the same height as the grass has been mowed. o Clearing and removing all debris from the plot immediately. 			

GARDENING STANDARDS AND NORMS

#	REQUIREMENTS	COMPLY		
		YES	NO	IF "NO", INDICATE DEVIATIONS
1	<i>PLANTING BEDS AND COURT YARDS</i>			
	<p><u>IRRIGATION: Provide irrigation to areas not having automatic irrigation by means of portable sprinklers.</u></p> <ul style="list-style-type: none"> o Automatic irrigation systems to be functional. o Controller to be tested. o Time settings to be confirmed 			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

	<p><u>FERTILIZATION: fertilize planting beds seasonally. (on request)</u></p> <ul style="list-style-type: none"> o Planting beds to be fertilized with 3:1:5 at a rate of 12g per 1m². o Irrigate well before and after fertilization. 			
	<p><u>WEEDING: Ensure planting beds remain weed free.</u></p> <ul style="list-style-type: none"> o Planting beds will remain free of weeds. o Tree trunks less than 75cm in diameter planted in lawn areas must have a circle trimmed to 1m in diameter around the tree and must be kept free of lawn, weeds and debris. o Remove weeds from tree rings, and tree planters, as and when weeds appear. o All climber and other plant material growing into a tree must be removed. o All weed debris to be removed immediately after cleaning the beds. 			
2	PRUNING			
	<p>Pruning will be done on a seasonal basis according to specific time periods and requirements.</p> <ul style="list-style-type: none"> o Prune shrubs and ground covers to promote healthy growth and achieve the desired growth form. o Only appropriate plants to be pruned. o Flowers are to be dead headed at each service. o Dead plant material and branches to be removed or pruned. o All pruned debris to be removed immediately after pruning. o Only trees to a height of 3 meters are included. 			
3	MULCHING			
	<p>Leaf mould/mulch to be retained in beds as a mulch</p> <ul style="list-style-type: none"> o 50mm imported mulch to replace 			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

	areas that do not have leave mould/mulch.			
4	<i>PEST AND DISEASE CONTROL ASSOCIATED WITH HORTICULTURAL PRACTICES</i>			
	<p>To ensure that the planting beds are free of insects, fungal growth and other pests and diseases.</p> <ul style="list-style-type: none"> o Only apply approved pest/disease control products, as dictated by the Control of Pesticides Regulations, the conditions of approval for the chemical and other relevant regulations and standards issued by the Department of Environmental Affairs and Agriculture (DEAFF) o Adhere to manufactures application rates and instructions and in accordance with all relevant Occupational Health and Safety Regulations. o Personal Protective Equipment (PPE) must be worn when carrying out applications. 			
5	LAWNS			
	<p><u>IRRIGATION: Provide irrigation to areas not having automatic irrigation by means of portable sprinklers.</u></p> <ul style="list-style-type: none"> o Automatic irrigation systems to be functional. o Controller to be tested. o Time settings to be confirmed. o Soil moisture levels not to drop below 60% 			
	<p><u>MOWING: to mow lawns to maintain the required the varieties and or combination of varieties of lawn.</u></p> <ul style="list-style-type: none"> o Mow all lawn areas at a length between 10mm to 30mm from soil level during the summer season. o During the winter season not to exceed 40mm to prevent the lawns from dying. o Should grass varieties require 			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

	<p>growth outside of the specified indicated length such requirements will be documented.</p>			
	<p><u>LAWN EDGING: Trim all lawn edges simultaneously to mowing the lawn.</u></p> <ul style="list-style-type: none"> o Ensure that the bed lines remain true and do not vary from the original alignment. o Shoots and runners are to be removed from flower beds. o Lawns must not overgrow paved areas. o Trim vertical growths at lawn edges, where lawn meets paving, walls, poles, tree trunks, and any other element to the same height as the lawn has been mowed. o No trimmings to be disposed of in the plant beds or stock piled. o All trimming debris to be removed from site immediately. 			
	<p><u>FERTILIZATION: fertilize planting lawns seasonally.</u></p> <ul style="list-style-type: none"> o Lawns to be fertilized with organic 5:1:5(22) at a rate of 12g per 1m². o Irrigate well before and after fertilization. o All lawn fertilizer to be distributed according specifications by means of a fertilizer distributor. o Fertilizing lawns must be done at least once a year. 			
	<p><u>WEED FREE EDGING: regular inspections need to be undertaken to make sure lawns, paving and edging remain free of weeds.</u></p> <ul style="list-style-type: none"> o Any herbicide required must be applied according to the manufacturer's specifications. 			

TREE MAINTENANCE STANDARDS AND NORMS

1	TREES			
	<p><u>To ensure that trees damaging built structures.</u></p> <ul style="list-style-type: none"> o All tree felling and pruning shall be 			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

	<p>in compliance with the National Protected Tree Act No. 84 of 1996.</p> <ul style="list-style-type: none"> o No historical or protected trees are to be removed or pruned without first informing, receiving approval and then only on the receipt of a license from DEAFF. o Palm trees to be pruned on an annual basis. o Only tree from the height of 3 meters and above are included. o All debris to be removed from site immediately. 			
	<p><u>Crown lifting</u></p> <ul style="list-style-type: none"> o The removal of lower branches from the tree. o To enable access under the tree canopy and increase light transmission to areas close to the tree. o The tree should be left with at least two thirds of the height of the tree. o The crown lifting will be specified with reference to a specific fixed point of the tree. 			
	<p><u>Crown reduction</u></p> <ul style="list-style-type: none"> o To reduce the height and spread of the tree crown o The operation of crown reduction should leave a similar form, but with a smaller outline, 			
	<p><u>Lopping and Topping</u></p> <ul style="list-style-type: none"> o Lopping refers to the removal of side branches from the tree. o Topping refers to the reduction of the tree crown no more that 50%, with reference to a specific fixed point of the tree. 			
	<p><u>Tree felling/coppicing</u></p> <ul style="list-style-type: none"> o Cutting down the tree within 300mm of the ground. o Stump removal will be on request of the department. 			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

	<ul style="list-style-type: none"> o Dead trees should be cut and stump dug up by request of the department. 			
	<p><u>Deadwood</u></p> <ul style="list-style-type: none"> o Depending on tree species, non-living branches should be removed. 			

	<i>Personnel Requirement</i>			
	<ul style="list-style-type: none"> o Conduct business in a courteous and professional manner 			
	<ul style="list-style-type: none"> o Ensure that all personnel working under this contract are in good health and pose no risk to any DPW employees 			
	<ul style="list-style-type: none"> o Provide all personnel working under this contract with uniforms, which state the name of the Service Provider and that can be clearly identified 			
	<ul style="list-style-type: none"> o Ensure that all personnel under this contract are adequately trained prior to the commencement of the contract 			
	<ul style="list-style-type: none"> o Ensure that replacement staff is available should the need arise 			
	<ul style="list-style-type: none"> o Ensure that DPW is informed of any removal and replacement of personnel 			
	<ul style="list-style-type: none"> o All personnel must be SA Citizens and DPW reserves the right to validate citizenship 			
10	<i>General Conditions</i>			
	<ul style="list-style-type: none"> o Equipment brought onto or used on site will be in compliance with the Occupational Health and Safety Act and any Regulations promulgated in terms of this Act and the standard instructions of DPW 			
	<ul style="list-style-type: none"> o Provide all personnel working under this contract with adequate Personnel Protective Equipment (PPE) and clothing and to ensure 			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

	these items are worn at all times			
	o Comply with the relevant employment legislation.			
	o DPW will not accept responsibility for any damages suffered by the Service Provider or their personnel for the duration of the contract			
	o DPW will not accept responsibility for accounts / expenses incurred by the Service Provider that was not agreed upon by the contracting parties			
	o All broken / damaged items must be reported to the Client for urgent attention. o All gardening equipment such as rakes, spades, machinery must be cleaned with an applicable disinfectant on a daily basis			
	Special conditions			
	o The Department reserves the right to conduct inspection Loco in order to identify whether or not the bidder has adequate Equipment to execute the service required without any further delays,			
	o Where the inspection Loco was conducted and the Department discovered that the bidder has no Office or Equipment the bidder will be passed over to circumvent unnecessary delays where service needs to be done.			
	o The issue of utilising the bidder from the area WHERE service required will be undertaken is very crucial in this instance.			
	o All bidders to be properly checked if the amount quoted is not low in a manner that will compromise the service delivery imperatives.			

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

SCHEDULE B

SCOPE OF WORK

- The successful bidders appointed onto the panel will be responsible to render gardening services at various DPW&I vacant land and improved properties.
- Rendering services of state properties as and when needed on request by the department (Horticulture Unit).
- The turnaround time to place service provider on the identified site is within **one week** from the request or shorter in the case of emergencies.
- Conduct health and safety inspections beforehand on the state properties / lands (only on the outside).
- Assist during emergency situations
- Report any irregularities to the department
- Service Providers must have good habits and portray a professional attitude at all times especially on site where the property is situated in the public domain.

DESCRIPTION	FREQUENCY
GARDENS, COURTYARDS LAWNED AREAS AND VACANT PLOTS WHICH FORM PART OF THE COURT ERF.	
Planting beds and Courtyards:	
o Remove paper, plastic, tins and weeds	each service
o Weeding	each service
o Irrigate plant beds	each service
o Maintain plant bed edges	each service
o Fertilize plant beds as required	
Lawns:	
o Mow lawns to required length	each service
o Maintain lawn edged	each service
o Irrigate lawns	each service
o Fertilize lawns as required	
o Weed free lawns, paving and edging by means of herbicides	Each service
Pruning:	
o Prune shrubs and ground cover to required height	annually
o Dead plant material to be pruned	each service
o Trees below 3 meters to be pruned, including palms	annually

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

Mulching:	
o Leaf mould / mulch to be retained in beds	
Pest and disease control:	
o Plant beds and lawns to be free of insects, fungal growth and other pest and diseases	each service
Cleaning and Debris removal	
o Sweep or blow all kerbs, paving and edging, tree rings	each service
o All sweepings and organic debris to be disposed of on same day	each service
Landscape structure and associated elements	
o Clean landscape structures and associated elements with appropriate disinfectant	each service

SCHEDULE C

PRICING SCHEDULE

NB: After bidders have been successful to be part of the Panel of Service Providers:

Attach is a pricing schedule for each area for bidders to price. The successful bidder on that process will be required to adhere to the National Minimum Wage rates as stipulated in the National Minimum Wage Act no.9 of 2018, amended and effective from 1 March 2022.

Thereafter the revised National Minimum wage rates, if any, will apply until the end of the contract.

The successful bidders will be compensated based on the following:

1. National Minimum Wage rates for Supervisor, Machine Operators and Groundsman, total costs per month (inclusive of overheads 40%) as indicated in the National Minimum wage Act No.9 of 2018.
2. A profit as determined by the bidder and indicated on each pricing schedule as and when work becomes available.

The successful bidder/s must invoice the Department accordingly.

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

SCHEDULE C

PRICE SCHEDULE

1. **NB:** THIS PRICING SCHEDULE MUST BE ADEQUATELY COMPLETED AND SUBMITTED TOGETHER WITH THE BID
2. FAILURE TO COMPLETE THIS SECTION IN FULL WILL RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS
3. **10 GROUNDSMAN, 2 DRIVERS WITH 1 SUPERVISOR** SHOULD BE APPOINTED FOR THE AREA 1.
4. THE BIDDER MUST ADHERE/ COMPLY WITH THE NATIONAL MINIMUM WAGE RATES AS STIPULATED IN THE NATIONAL MINIMUM WAGE ACT NO.9 OF 2018

SALARIES AND WAGES: BIDDER'S OWN PERSONNEL

POSITION	QTY	LEGISLATIVE RATES PER MONTH	BIDDER AMOUNT FOR YEAR 1	BIDDER AMOUNT FOR YEAR 2	BIDDER AMOUNT FOR YEAR 3
Supervisor	1	R	R	R	R
Driver	2	R	R	R	R
Grounds man	10	R	R	R	R
Annual Bonus (Supervisor)	1	R	R	R	R
Annual Bonus (Driver)	2	R	R	R	R
Annual Bonus (Grounds man)	10	R	R	R	R
UIF (Supervisor)	1	R	R	R	R
UIF (Driver)	2	R	R	R	R
UIF (Grounds man)	10	R	R	R	R

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

Compensation for Occupational Injuries & Disease Act (C.O.I.D.A) (Supervisor)	1	R	R	R	R
Compensation for Occupational Injuries & Disease Act (C.O.I.D.A) (Driver)	2	R	R	R	R
Compensation for Occupational Injuries & Disease Act (C.O.I.D.A) (Grounds man)	10	R	R	R	R
Skills Development Levy (S.D.L.) (Supervisor)	1	R	R	R	R
Skills Development Levy (S.D.L.) (Driver)	2	R	R	R	R
Skills Development Levy (S.D.L.) (Grounds man)	10	R	R	R	R
Provident Fund (Supervisor)	1	R	R	R	R
Provident Fund (Driver)	2	R	R	R	R
Provident Fund (Grounds man)	10	R	R	R	R
Transport Costs		R	R	R	R
Tree Maintenance <i>Pruning branches, 50% lopping- and felling of trees etc.</i>	Per tree	R	R	R	R
Firebreak	Per m ²	R	R	R	R
Plot Maintenance	Per m ²	R	R	R	R

**GARDEN MAINTENANCE, TREE MAINTENANCE, FIREBREAKS AND PLOT MAINTENANCE SERVICES
FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE IN THE WESTERN CAPE FOR A
PERIOD 36 MONTHS IN AREA 1**

SUB TOTAL:		R	R	R	R
Overheads Cost		R	R	R	R
Profit / mark-up		R	R	R	R
VAT 15% (If VAT Vendor Registered)		R	R	R	R
TOTAL AMOUNTS (for each year)			R	R	R
GRAND TOTAL (for the 3 years)					R
TOTAL OFFER AMOUNT IN WORDS (including VAT if applicable):					

The total offer in this pricing schedule must be carried over to the PA32 (Invitation to Bid). Failure to transfer the total offer to PA-32 will lead to the disqualification of your bid.

No additional claims for whatever reason except increase or decrease in VAT will be entertained over the 3 year period.

SIGNED: _____

NAME OF SERVICE PROVIDER: _____

ADDRESS: _____

GENERAL

Inquiries may be directed to the following officials:

Administration/SCM enquiries: Ms. Busisiwe Sondishe

Email: Busisiwe.Sondishe@dpw.gov.za

Telephone number: 021 402 2242

Technical Enquiries :

Mr. MAE Jantjies

Email: mae.jantjies@dpw.gov.za

Mobile: 079 872 8631

OR

Ms E Bessick

Email: Elizabeth.bessick@dpw.gov.za

Mobile: 082 852 5263



References in relation to the provision of a panel for garden maintenance, tree maintenance, firebreak and plot maintenance services for the National Department of Public Works and Infrastructure in the Western Cape for a period of 36 months: Services is and when needed for Area 1 in the Metropole and Atlantic seaboard.

NOTE: (TO BE COMPLETED BY BIDDER'S REFERENCES)

Bidder's name:

- Professionalism and conduct of delivery team members assigned:

Excellent	Good	Satisfactory	Fair	Poor
5	4	3	2	1

- Quality of items:

Excellent	Good	Satisfactory	Fair	Poor
5	4	3	2	1

- Punctuality of deliveries:

Excellent	Good	Satisfactory	Fair	Poor
5	4	3	2	1

- Conformance to required specifications:

Excellent	Good	Satisfactory	Fair	Poor
5	4	3	2	1

- Overall satisfaction of the service and deliverables received:

Excellent	Good	Satisfactory	Fair	Poor
5	4	3	2	1

.....
Name and position of authorising signatory

Signature:

Company:
.....

Date:

Note: Referee' official company stamp

