

Notice and Invitation for Quotation: PA-03 (GS)

PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR THE PROVISION OF THE BELOW GOODS AND SERVICES

Quotation description:	24 MONTHS GARDENING SERVICES AT JAMESTOWN MAGISTRATE OFFICES		
Quote no:	MTHQ35/23	Closing date:	27 JULY 2023
Closing time:	11:00	Validity period:	30 days

1. RESPONSIVENESS CRITERIA

- 1.1. Indicate substantive responsiveness criteria applicable for this quotation. Failure to comply with the criteria stated hereunder shall result in the quotation offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those quotations who satisfy the eligibility criteria stated in the quotation document may submit the quotation.
2	<input checked="" type="checkbox"/>	Quotation offer must be properly received on quotation closing date and time specified on the invitation, fully completed and signed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink.
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
5	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
6	<input checked="" type="checkbox"/>	<i>Registration on Central Supplier Database (CSD)</i>
7	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
9	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

- 1.2. Indicate administrative requirements applicable for this quotation. Suppliers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within three (3) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
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 40): Declaration of Designated Groups for Preferential Procurement.
4	<input checked="" type="checkbox"/>	<i>Submission of (PA-10): General Condition of Contract.</i>
5	<input type="checkbox"/>	<i>Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.</i>
6	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
7	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
8	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

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2. Points scoring system applicable for this bid:

80/20 points scoring system

Indicate the Price weighting applicable to this bid:

	Weighting percentage (must add up to 100 %)
Price:	100% of 80 points
Total:	100%

3. Method to be used to calculate points for specific goals

	<p><u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u></p>	
	<p>1. An EME or QSE which is at least 51% owned by black people (Mandatory)</p>	<p>10 Points</p>
	<p><u>Documentation to be submitted by bidders to validate their claim for points</u></p> <ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration) 	
	<p>2. An EME or QSE which is at least 51% owned by women (Mandatory)</p>	<p>4 Points</p>
<input type="checkbox"/>	<p><u>Documentation to be submitted by bidders to validate their claim for points</u></p> <ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration) 	
	<p>3. An EME or QSE which is at least 51% owned by people with disabilities(Mandatory) 2Points</p>	
	<p><u>Documentation to be submitted by bidders to validate their claim for points</u></p> <ul style="list-style-type: none"> • ID Copy • Medical Certificate 	

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	<ul style="list-style-type: none"> • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
	<p>4. An EME or QSE which is at least 51% owned by youth (Mandatory) 2 Points</p> <p><u>Documentation to be submitted by bidders to validate their claim for points</u></p> <ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
	<p>5. Located in a specific Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) 2 Points</p> <p><u>Documentation to be submitted by bidders to validate their claim for points</u></p> <ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement

4. COLLECTION OF QUOTATION DOCUMENTS:

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works and Infrastructure at the following address or email below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful service provider must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.

Quotation documents may be collected during working hours on **insert date** at the following address **insert physical address insert postal code**.

A **select** pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at **insert address** on **dd/mm/yyyy** starting at **insert time**.

5. ENQUIRIES RELATED TO QUATATION DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	WANDA ZIHLANGU	Telephone no:	0475027008
Cell no:		Fax no:	
E-mail:			

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6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is ***insert time on insert date.***

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

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

All bids must be submitted on the official forms – (not to be re-typed)

<p>QUOTATION DOCUMENTS MAY BE DROPPED AT:</p> <p><i>LEVEL 5 PRD2 BUILDING SUTHERLAND STREET MTHATHA 5099</i></p> <p>OR</p> <p>QUOTATION DOCUMENTS MAY BE POSTED TO : <i>insert postal code</i></p>	<p>OR</p>	<p>QUOTATION DOCUMENT MAY BE EMAILED TO:</p> <p><i>Mthatha.quotations@dpw.gov.a</i></p>
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PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	MTHQ 35/23	CLOSING DATE:	11:00
DESCRIPTION	24 MONTHS GARDENING SERVICES: MTHQ35/23 JAMESTOWN M/O		
CLOSING TIME: 27/07/2023			

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)

24 LEVEL 5 PRD 2 BUILDING SUTHERLAND STREET
 MTHATHA 5099

OR POSTED TO:

Email: Mthatha.quotations@dpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR	CSD No:
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) R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	TECHNICAL INFORMATION MAY BE DIRECTED TO:
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

- 1. BID SUBMISSION:**
 - 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
 - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
 - 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).
 - 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.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD 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.

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

DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

Tender no:

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
ROVISIONING OF GARDENING SERVICES FOR JAMESTOWN MAGISTRATE OFFICE.

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer.**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

Tender no:

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore)

(N.B.: Separate Offer and Acceptance)

SECURITY OFFERED:

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes No

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

**Tender no:****The terms of the contract, are contained in:**

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Tender no:

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	PROVISIONING OF CLEANING SERVICES FOR JAMESTOWN MAGISTRATE		
Bid no:		Reference no:	

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:

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



¹ "State" means –

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

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

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

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:
.....
.....

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

3.8.1 If so, furnish particulars:.....
.....

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

3.9.1 If so, furnish particulars.
.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	<i>If so, furnish particulars:</i>		



5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	PROVISIONING OF GARDENING SERVICES FOR JAMESTOWN MAGISTRATE.		
Bid no:		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.

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
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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:

1. 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)

2. *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.

3. 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.
4. 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)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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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-15.3: 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
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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).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

	80/20
PRICE	
SPECIFIC GOALS	
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE which is at least 51% owned by women (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) • CSD Report • CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by youth. (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)

1.5.2 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory)	10	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA) CSD Report CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by youth . (Mandatory)	2	<ul style="list-style-type: none"> ID Copy CSD Report CIPC (company registration)

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI) (Mandatory)	4	<ul style="list-style-type: none"> ID Copy SANAS Accredited BBBEE Certificate or sworn affidavit where applicable CSD Report

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • CIPC (company registration)
2.	<p>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area</p> <p>(Mandatory)</p>	2	<ul style="list-style-type: none"> • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	<p>An EME or QSE or any entity which is at least 51% owned by women</p> <p>(Mandatory)</p>	2	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
4.	<p>An EME or QSE or any entity which is at least 51% owned by people with disability</p> <p>(Mandatory)</p> <p>OR</p> <p>An EME or QSE or any entity which is at least 51% owned by youth.</p>	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) • ID Copy

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • CSD Report • CIPC (company registration)

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
5. An EME or QSE or any entity which is at least 51% owned by youth.* (Note: only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

24 MONTHS GARDEN SERVICES CONTRACT

AT

JAMESTOWN M/O

WITHIN MTHATHA REGIONAL OFFICE

THIS SPECIFICATION CONSISTS OF THE FOLLOWING DOCUMENTS:

<u>SECTION</u>		<u>PAGES:</u>
(A) PROJECT DESCRIPTION	-	1
(B) SPECIFIC CONDITIONS AND OTHER REQUIREMENTS	-	3 - 4
(C) EQUIPMENT LIST	-	4 – 5
(D) SCOPE OF WORKS TO BE UNDERTAKEN	-	5 – 13
(E) HEALTH AND SAFETY SPECIFICATION	-	14-18
(F) SCHEDULE OF QUANTITIES AND PRICES	-	18-22

(A) PROJECT DESCRIPTION

Description of Service to be rendered: 24 MONTHS **GARDEN SERVICE CONTRACT**

JAMESTOWN MAGISTRATE COURT: 635,35 Sgm

Contract period : 24 MONTHS FROM THE DATE OF AWARD OF TENDER

(B) SPECIFIC CONDITIONS AND OTHER REQUIREMENTS**B1. Labour Requirements**

The contractor must appoint a minimum **02 grounds man** in each magistrate office on a full time / periodical basis. The appointment must coincide with the service times indicated below.

B2. Service Times

| The service must be provided for eight (08) hours daily, Monday to Friday.

B3. Water for Irrigation Purposes

The contractor must consult with the local municipality to establish the status of water restrictions before watering can take place.

- a. The Department shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by the Department, the contractor may upon own discretion make its own arrangements in this regard without a right of recourse against the Department.
- b. The contractor must supply hosepipe as well as fittings. Note that this office does not have an electronic or any installed irrigation system. Manual irrigation shall be used by the contractor.
- c. The contractor and his workers shall under no circumstances use the fire hoses or other fire fighting equipment on the property during the performance of this service.

B4. Supervision

- a. The contractor must have effective and efficient supervision of the workers performance. The supervisor's salary must be included in the cost of labour.
- b. Supervisors / Service provider's where acting as supervisors **must** react in all aspects to reasonable requests from the contact person of the Department.

B5. Supply of Equipment & Storage

- a. The contractor shall be responsible for the supply and maintenance of all machinery and equipment that will be necessarily for the satisfactory delivery of this service.
- b. The equipment used by the contractor must comply with the regulations of the **Machinery and Occupational Health and Safety Act** (Act 85 of 1993).
- c. The Department can, where possible, supply a space for the storage of equipment free of charge. Where there is no space for storage the contractor must remove his equipment from the site. The Department has the right to inspect at anytime the provided space and at upon discretion cancel the arrangement.

B6. Consumable items

The contractor shall at own cost be responsible for supplying all consumable items (including plastic rubbish bags and toilet paper) that are necessary for the supplying of effective service. The Department has the right to accept or reject any of these items.

B7. Electrical equipment

No electricity will be provided to the contractors for the use of machinery and equipment.

B8. Warning signs

- a. The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place wherever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.
- b. The contractor must have all warnings/boards made in English and another local language where possible for the full term of the contract.

B9. Inflammable and Toxic Chemicals

The contractor shall not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of the Department for the delivery of these services.

C. GENERAL INFORMATION

Successful bidder is expected to provide own labour, own transport, material, equipment, protective clothing with labels to execute their landscape services.

The department shall provide water taps for irrigation but the contractor has to supply own hosepipe and its fittings.

The contractor must bear in mind that the magistrate office does not have any installed irrigation system therefore there must be a provision of enough irrigation equipment for manual irrigation.

NB It is compulsory that the successful bidder adhere to Covid 19 regulations during the contract period

D. SCOPE OF WORK TO BE DONE

D.1 Existing features on site

- (1) All the existing features on the site must be put to possible use for aesthetic value. Contractors are expected to consult the project manager before removing existing features on site and organize the replacement of the material removed.
- (2) No removal of the existing vegetation without permission and proposed replacement.
- (3) All existing vegetation needs to be maintained unless the contractor sees a need and must discuss that with the project manager and come up with the possible plan to rehabilitate.
- (4) No burning of the existing vegetation, garden refuse is allowed on the premises.
- (5) All rubbish arising from the work executed must be removed on site and be disposed of in a clean and accepted manner outside the premises to the municipal dumping sites. No rubbish heaps, open rooted plants, open grounds must be left unattended for more than two days.
- (6) Shrub and tree felling must be thoroughly done i.e complete removal of tree, branches and tree stumps mechanically or by other specified means. Chemical application to remove alien species must be administered in a professional manner.

(C) EQUIPMENT LIST

The service provide must provide the necessary equipment for the effective execution of work

It is a condition of the service providers to supply the following is the minimum equipment list that the Contractor will be required to have to carry on maintenance duties. This will be inspected before/during the course of maintenance. The list will be used as part of the risk assessment.

TABLE C1: EQUIPMENT LIST

DESCRIPTION	MINIMUM REQUIRED
Hose pipe with fittings	100 M X 1
Self propelled lawn mower/ Lawn mower	Where necessary
Brush cutter	01
Edge trimmer	01
Blower machine	01
Light Delivery Vehicle (LDV) / Bakkie	01
Spade	02
Planting spade	01
Fork	02
Ladies fork	02
Broom with handle	03
Iron rake	02
Leaf / Rubber rake	03
Wheelbarrow	01
Bow saw	01
Bucket (5-20L)	03
Hoe	02
Ladder	01
Secateurs	02
Hedge shear	01
Spanners & tools	01
Watering can (5-10L)	03
Pruning shears	01
Continental suits	Per groundsman
Safety shoes	Per groundsman
Rain coat	Per groundsman
Visible T- Shirts	Per groundsman
Protective gloves for all labour	2 pair per groundsman
Safety harness	2
Protective leggings for brush cutter operators.	2 pairs per groundsman
Protective ear muffs	2 pairs per groundsman
Suitable goggles	2 pairs per groundsman
Safety signs	2 pairs per groundsman
Gloves for chain saw operator	1
Suitable goggles	1
Hard hat	1
Whistle for chainsaw operator and team manager	1
Pants for chain saw operator.	1
Protective ear muffs	1
Safety signs	2
Calibrated fertilizer applicator/ Drop spreader	1
8L to 10L backpack sprayers	1
Measuring jug	1
Gloves: Rubber gloves for	2

herbicides applicators	
Respirator mask	2
Suitable goggles	2
Soap	1
Safety signs	2

Signature of contractor: _____

Date:

NOTE TO CONTRACTORS

All the above equipment shall comply with all the latest requirements of the OHS Act regarding the handling of chemicals and machinery!

(D) SCOPE OF WORKS TO BE UNDERTAKEN

- D1 MAINTENANCE OF PERENNIAL BEDDING PLANTS, TREES, SHRUBS AND PALMS
- D2 MAINTENANCE OF LAWNS AND GRASS
- D3 MAINTENANCE OF HARD SURFACES & OPEN SPACES
- D4 MAINTENANCE OF THE VERGE
- D5 TRANSPORT AND REFUSE REMOVAL

D1. MAINTENANCE OF SHRUBS, TREES PERENNIAL BEDDING PLANTS AND OTHER LANDSCAPING PLANTS**2.1. MAINTENANCE OF BEDS AND THE MECHANICAL CONTROL OF WEEDS**

All beds with plants and empty beds must be weeds free. Only mechanical control methods will be suitable control practice to eradicate weeds between bedding plants, trees, shrubs and other plants. The soil must be loosened to ensure better aeration and infiltration.

Empty beds shall be kept clean as well. All the papers, tins, plastics and other waste in the garden shall be kept under control on an ongoing basis. All the plants are to be kept in a neat and tidy condition at all times. No herbicides shall be applied as a means of controlling weeds in between plants.

2.2. PRUNING OF PLANTS

All pruning shall be done according to the seasons and plant species. Healthy plants are not to be cut, only on the instructions and in agreement with the site Manager. All equipment to be used has to be free of pathogens. All the overgrown bushes of vegetation shall be pruned. This includes shrubs, perennial bedding plants and all overgrown plants. All the cut braches shall be removed from site after each operation. Any broken or dead branches of any type of plant shall be cut and removed from site as soon it is noticed. Sharp secateurs or pruning knife shall be used. Contractor shall liaise with a site Manager before pruning.

2.2.1 Pruning of perennial bedding plants and shrubs

Bushes of perennial bedding plants and shrubs with vigorous growth shall be pruned to maintain good shape. This shall be carried out **every three months**.

2.2.2 Pruning of trees and palms

All the trees in the garden shall be maintained and the contractor shall keep trees to be in good quality. The following shall constitute good quality tree:

- Trees shall have main single stem growing from the soil
- Depending on the size of the tree, the first 25-40% of the tree size shall be free of lateral branches growing.
- No multi branches arising from the soil shall be accepted, this shall be pruned as soon as they emerge.

2.3 IRRIGATION

2.3.1 Bedding plants and shrubs

All plants are to be irrigated thoroughly at least **three times a week** from **September-April** and **two times a week** from **May-August**. No under or over watered beds will be accepted. In the event of heavy rainfall it will not be a necessity to water the plants since this may result in over watering and finally create problems like fungus diseases.

2.3.2 Trees

All trees and palms where present, shall be irrigated thoroughly two-three times weekly at regular intervals.

2.4 PEST & DISEASE CONTROL ON PLANTS

Insect pests/ diseases shall be controlled on plants as soon as they are noticed. Contractor shall be responsible to inspect all the plants regularly for any signs of problem pest/disease.

Should a contractor notice any type of pest/disease in the plants, they shall communicate with the site Manager and therefore agreement shall be made to control pests and suitable method of pest control shall be agreed on. Treatment of pests like; moles, harvester locusts and diseases like rust, e.t.c.

NB!

Chemical control of pest shall only be carried out by the contractor with a wide range of experience in the use of pesticides. Should the site Manager not approve the use of pesticide by the contractor, then the contractor shall appoint a registered pest control officer **in terms of fertilizer, farm feeds, Agricultural remedies and stock remedies Act no 36 of 1947** to do pest control. A contractor shall be responsible to pay a pest control contractor.

2.5 TRANSPLANTING OF BEDDING PLANTS AND SMALL SHRUBS

Some plants might require transplanting during the contract period. This shall be done only with the instruction of the Site Manager. This shall form part of the contract agreement and the quoted labour price. This shall not include any new plants to be purchased. Only plants removed from the similar premises for reasons like overgrowth shall form part of this agreement. This includes small plants like groundcovers, perennial bedding plants and small shrubs.

2.6 FERTILIZER APPLICATION ON PLANTS

Granular slow release fertilizer 2:1:2 / organic fertilizers shall be applied on plants at the rate of 50g per m². Fertilizer application shall be **every three (3) months**. Fertilizers shall be applied four (4) times during the contract period. Contractors are to ensure that plants are thoroughly watered after application of fertilizer.

D3. MAINTENANCE OF LAWNS AND GRASS

3.1 MOWING OF LAWNS

All stones, paper and foreign objects shall be removed from the lawns before the start of the mowing operation. Lawn shall be kept short and shall be cut regularly, Grass clippings shall be removed from

mowed surface and be dumped to dumping site. Rubbish bin on site shall not be used to dump garden refuse generated.

Lawn shall be cut to maximum height of 10-20mm. The blades shall be sharp enough to ensure professional cut. Ridges, uneven surfaces, lines on lawn, left clippings of lawns shall not be accepted on turf lawn.

3.1.1 Mowing frequency

From the **1st September to 30th April**: Lawn and grass shall be mowed twice **month** . From the **1st May to 31st August**: Lawn shall be mowed once monthly. The maximum number of times that Lawn/grass shall be mowed during the period of **twenty four (24) months** is sixty six (66) **times**. A generally acceptable norm for the length of lawn is 10-20 mm. The lawn shall be cut with a lawn-mower equipped with a rotary cutter and grass box. Care shall be taken that the blades of the machine are kept sharp to ensure a professional cut.

3.1.2 Areas regarded as lawn

The contractor is expected to be familiar in terms of distinguishing lawn from grass. Where a misunderstanding arises, the Service Manager shall point out areas that are regarded as lawn as distinguished from the grass.

3.1.3 Time frame for lawn mowing

The lawn shall be cut at regular intervals. Lawn shall be cut and removed within three days after beginning of the operation as per the programme of cutting. During this time all the lawn, edges, shall be neat and this shall be regarded as one cut. This item is also applicable for the maintenance (cutting) of grass.

3.2 TRIMMING OF LAWN EDGES

Trimming of lawn shall be done at the same time with cutting of lawn. The equipment used to trim the lawn edges shall be limited to equipment ensuring even, neat, vertical edges. A line shall be used for the edging of all straight sections. Lawn edges shall be neatly trimmed every time lawns are mowed and shall have a neat appearance at all times

Contractors are to ensure that the spaces alongside existing beds, sidewalks or roads, are not widened accidentally. The mowed grassed area shall be maintained to the satisfaction of the site Manager.

3.3 IRRIGATION OF LAWNS

To ensure a good, healthy lawn, irrigation shall be done **two times** weekly at regular intervals, in addition to natural rainfall. Care shall be taken that the moisture content of the soil is such that the lawns remain above wilting point. Garden hoses shall be used for irrigation. No watering will be necessary especially after heavy rain.

3.4 FIILLING UP OF LAWN PATCHES/DAMAGED LAWN

All the small spots of lawn damaged shall be filled with the same type and quality of lawn. Stolons or grass seeds can be used to achieve the required results. All the bare spaces shall be filled as soon as they are observed. This refers to small patches of less than 50cm².

3.5 BROAD LEAVES WEEDS CONTROL IN TURF LAWN

A selective herbicide shall be used to control dicotyledonous (broad leaved) weeds. A combination of mechanical and chemical control methods will achieve good results. The combination practice of weeds control shall be done **once every month**.

3.6 FERTILIZER APPLICATION ON LAWNS

Granular slow release fertilizer 2:1:2 / organic fertilizers shall be applied on lawn at the rate of 50g per m². Fertilizer application shall be **every three (3) months**. Fertilizers shall be applied eight (8) times during the contract period. Contractor to ensure that lawn is watered thoroughly prior and after application of fertilizer.

3.8 CUTTING OF FIELD GRASS

Grass shall be cut and the grass clippings shall be removed. Grass shall be cut to maximum height of 30mm. Sharp blades shall be used at all times to cut the grass. Lines of thick grass clippings shall be removed from site for fire safety reasons. From the **1st September to 30th April**: Grass shall be cut **twice monthly**. From the **1st May to 31st August**: Grass shall be cut **once monthly**. The maximum number of times that grass shall be cut during the period of twenty four (24) months is sixty six (66) times.

3.8.1 Areas regarded as Field grass.

The contractor is expected to be familiar in terms of distinguishing lawn from field grass. Where a misunderstanding arises, the Service Manager shall point out areas that are regarded as lawn as distinguished from the grass. Grass shall **not** be fertilised.

D4. MAINTENANCE OF HARD SURFACES AND OPEN SPACE

Hard surfaces shall be cleaned (swept). All the leaves, branches of vegetation, grass clippings and debris on the surface shall be raked/ swept and removed. Weeds on the surface shall be controlled by either chemical or mechanical methods. The use of herbicide to achieve the required results shall only be approved by the Service Manager. For a contractor to use herbicides, they shall be interviewed and must show that they have experience and large scale exposure in the use of herbicides.

Should a Project Manager be of the opinion that a contractor is not allowed to use herbicides and disapprove the use of herbicides, then mechanical control practice shall be applied or a contractor will have to appoint a registered pest control officer **in terms of fertilizer, farm feeds, Agricultural remedies and stock remedies Act no 36 of 1947** to do pest control. A contractor shall be responsible to pay a pest control contractor.

All the drainage channels shall be kept clean. A contractor shall ensure that the grass clippings, debris, branches and litter are removed from the drainage channels on a weekly basis.

All the leaves from trees shall be raked and removed regularly. The raked leaves shall not be left in bags for more than three (3) days on site.

D5. MAINTENANCE OF THE VERGE

A distance of one (1) metre outside the fence/ perimeter of the enclosed grounds shall be maintained. The verge, sometimes referred to as the municipality territory shall form part of this contract. The quoted price for maintenance of grounds shall include application of herbicides where applicable.

D6. RUBBISH REMOVAL FROM THE SITE AND TRANSPORT

6.1 REFUSE REMOVAL

Contractor shall remove all refuse generated from cleaning the garden. **No dumping shall be allowed on site**. All fees for the dumping of the refuse at the Municipal dumping grounds shall be included in the quoted price.

6.2 TRANSPORT COSTS

The service provider shall include in the transport costs; refuse removal to and from the municipal site, travel to and from the service site, transportation of labour personnel, materials and provision for meetings with the service manager. The quoted transport costs must cover the duration of the contract.

E. HEALTH AND SAFETY SPECIFICATION: INHOUSE CONTRACTS

1. BACKGROUND AND INTRODUCTION

The Construction Regulations were promulgated in July 2003, and form part of the Occupational Health and Safety Act (Act 85 of 1993).

The Construction Regulations (July 2004) require the client to prepare a health and safety specification for the construction work (**inclusive of garden services**), and give it to the Principal Contractor who has made a bid to perform construction work for the client. The Principal Contractor is then required to compile a health and safety plan based on the client's health and safety specification.

2. PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The primary purpose of the Health and Safety specification is to ensure that injuries and incidents are minimised during construction, and also to enhance compliance with the Act and its Regulations. The second purpose of the Health and Safety specification is to assist the Principal Contractor to determine during the tender stage, exactly where he should make an allowance in his rates for the compliance with the Act.

3. DEFINITIONS AND APPLICABLE LEGISLATION

The Occupational Health and Safety Act (Act 85 of 1993) and its Regulations and the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) are applicable to this project. All the definitions stated on these legislations are applicable to this document.

4. SCOPE OF APPLICATION

This health and safety specification shall be applicable to all in-house projects where the services of the Client's Agent have not been utilized.

5. PRICING FOR PRODUCING AND IMPLEMENTING THE HEALTH AND SAFETY PLAN DURING CONSTRUCTION

The Principal Contractor shall assess the safety measures of the health and safety specification that it will be required to meet during the contract period, and make allowance in the rates for implementation of all the safety measures on the project.

6. APPOINTMENT OF COMPETENT PERSONS

All the applicable competent persons (supervisors) shall be appointed in writing for all the particular activities that are applicable to the project.

7. RISK ASSESSMENT

The competent person appointed for this task by the Principal Contractor shall perform a risk assessment before the beginning and during the construction work (**inclusive of garden services**). The risk assessment shall include but not limited to:

- a) The identification of the risks and hazards to which persons may be exposed.
- b) The analysis and evaluation of the risks and hazards identified.
- c) A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
- d) A monitoring plan
- e) A review plan

The copy of the risk assessment shall be kept in a safety file on site, and shall be made available on site for inspection by the inspector, client's representatives, contractor and employees or employee representatives.

8. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 OF 1993)

The Principal Cont shall furnish the Client with a copy of a proof that it is registered and in good standing with the compensation fund or with a licensed compensation insurer before construction work (inclusive of garden services) commences on site.

9. SAFETY STRUCTURES ON A CONSTRUCTION SITE

a) Formation of Health and Safety Committee/s

The Principal Contractor shall form a Health and Safety Committee if it has employed more than 40 employees, and shall hold regular safety meetings. The Principal Contractor shall appoint a Safety Representative for every 20 employees on its employ.

b) Appointment of a qualified first aider

The Principal Contractor shall have a fully equipped first aid kit on site if it has more than 5 employees on site. If it has employed more than 10 employees on site, it should appoint a qualified first aider.

c) Recording and reporting of incidents on site

All incidents shall be reported in terms of Section 24 of the Act and the General Administrative Regulations. Moreover, the Principal Contractor shall report any incident that occurs on site to the responsible Project Manager of the client.

10. COPY OF THE ACT ON SITE

The Principal Contractor shall ensure that a copy of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Safety Regulations are kept in the safety file on site.

11. INDUCTION TRAINING AND TOOLBOX TALKS

The Principal Contractor shall carry out weekly toolbox talks/ info sessions with all of its employees, discussing the ways of mitigating the risks attached to the work they perform.

The Principal Contractor shall ensure that all its employees are given induction training prior to any task of work being carried out. The proof of such training and toolbox talks shall be kept on a register with all signatures of those employees who attended. The Principal Contractor shall provide the venue for the inductions or any training.

12. USE AND CONTROL OF PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT ON SITE

The Principal Contractor shall ensure that it provides appropriate and sufficient personal protective equipment and clothing to its employees on site. The Principal Contractor shall ensure that

employees use the personal protective clothing and equipment at all times during the construction period. The type of personal protective clothing and equipment will be based on the hazards identified during the risks assessment. Safety clothing and equipment that may be necessary on certain sites can be goggles, visors, protective overalls, aprons, hard hats, safety boots, belts, harness, ear muffs, gloves, jackets etc.

13. WELFARE FACILITIES

The Client shall ensure that its employees have access to proper sanitary facilities, changing facilities for each sex, shelter for eating. The Facilities Regulations are applicable to this project.

14. PHYSICAL SITE REQUIREMENTS

The Principal Contractor shall adhere to the requirements laid under those items that will be applicable during construction.

a) Ladders

The following conditions of ladders shall not be permitted on the construction site:

- Use of ladders that have rungs fastened to the stiles only by means of nails, screws or spikes or in a like manner.
- Use of ladders that have damaged stiles or damaged or missing rungs.
- A ladder which is required to be leaned against an object for support before it is used, which is longer than 9m.
- Wooden ladders shall not be painted unless it has been established that there are no cracks or other inherent weaknesses on them.

(b) Housekeeping on Construction sites

The Principal Contractor shall ensure that it adheres to the following minimum housekeeping requirements during the construction period.

- Ensure that suitable housekeeping is being implemented continuously on site, providing for proper storage of materials and equipment and the removal of scrap and waste.
- Take steps to ensure that loose material is not allowed to accumulate so as to obstruct means of access to and egress from the workplace.
- Indicating the position of the first aid kit
- Indicating the position of the fire fighting equipment (where applicable)
- 'No Smoking signs' (where applicable)

15. CONCLUSION

The Principal Contractor is required to comply with all the requirements of this specification. Should it be discovered during the construction stage that the contractor does not comply, the client or the client's representative may stop the site operations until the deviation has been rectified. This specification is done in accordance with the South African Legislations and is therefore binding. Where there is contradiction between the OHS Act or its Regulations and this specification, the OHS Act or its Regulations will take precedence.

F. SCHEDULE OF QUANTITIES AND PRICES**INTRODUCTION****All items must be priced**

A tariff must be inserted next to every item. Un-priced items will be taken as though the price has been worked in with another item. Tariffs must include all costs and adhere to the specifications. Tariffs shall include all the cost of labour, materials, tools to use, administrative costs, transport, **profit** and all other costs to render garden service for the duration of the contract.

Payments are calculated and paid according to quoted price.

Tariffs that are filled in, in this document, must be the tariffs per contract specifications. The monthly payment shall be calculated by the department by dividing the contract amount by the duration of contract.

"End of specifications"

DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGEMENT

CONTRACT DATA FOR GARDENING SERVICES

Tender no:

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Contract Data. Key cross reference clauses are indicated on the left hand side of the document.

PART 1: DATA PROVIDED BY THE EMPLOYER	
CLAUSE	Compulsory Data
1.1.10	The Employer is the Government of the Republic of South Africa, in its Department of Public Works.
36	The Employer chooses the following address where it will receives notices: Physical Address: PRD Building Mthatha 5099 Postal address: Sutherlands street Mthatha 5099 Tel: 047 502 7008 Fax:
1.1.6	The Contract Period is 24 months period (total of 30 days from Commencement Date + the Service Period + Transitional Period)
1.1.19	The Service Manager is Mr W Zihlangu
1.1.22	The Service Period is 24 months
1.1.24	The Transitional Period is indicate period in months and/or years
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on 01 June 2023 (insert not applicable if this option is not to be selected)
22.11	The penalty per day shall be five (5) cents per hundred Rand of the agreed cost of the relevant Identified Project.

Tender no:

26.2.4	<p>The Contract Price is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Where CPAP is to be used: state base month</p> <p>Where CPAP is applicable, the contract value will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC series 2000, code 2118, dated May 2005 and any amendments thereto, subject to:</p> <ol style="list-style-type: none"> (1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. (2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoist, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 (3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries (4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted (5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
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PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER	
1.1.20	<p>The Service Provider is</p> <hr/> <hr/> <p><i>(insert name and registration number if applicable)</i></p>
36.	<p>The Service Provider chooses the following address where it will receive notices:</p> <p>Physical address:</p> <hr/> <hr/> <hr/> <p>Postal Address:</p> <hr/> <hr/> <hr/> <p>Tel: _____ Fax: _____</p>

Tender no:

7.	<p>The security to be provided by the Service Provider will be one of the following, as indicated:</p> <p>(1) 2.5% cash deposit Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) 2.5% variable guarantee Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) retention of 2.5% of the Contract Sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
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PA-30.1: **PRICING SCHEDULE - FIRM PRICES**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number..... Closing Time 11:00 on
--

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and model	.....	.....
-	Country of origin	.....	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	.....

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

***Delete if not applicable**

THIS FORM IS ALIGNED WITH SBD 3.1

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".

Pricing schedule- Firm prices: PA-30.1

Page 2 of 1

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	PROVISIONING OF 24 MONTHS GARDENING SERVICES AT I JAMESTOWN MAGISTRATE COURT		
Project Leader:		Bid / Quote no:	

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
PA-09 List of returnable documents	01 Pages	<input checked="" type="checkbox"/>
PA-04(GS) Notice and invitation to bid	06 Pages	<input checked="" type="checkbox"/>
DPW 07 form of offer and acceptance	01 Pages	<input checked="" type="checkbox"/>
PA29 Certification on independent Bid determination	03 Pages	<input checked="" type="checkbox"/>
PA 36 Declaration certificate for local Production and content for designated sectors.	03 Pages	<input checked="" type="checkbox"/>
PA 40 Declaration of designated groups for preferential Procurement	01 Pages	<input checked="" type="checkbox"/>
PA- 10 General conditions of contract (GCC	10 Pages	<input checked="" type="checkbox"/>
PA- 11 Declaration of interest and bidder's past supply chain management practices	06 Pages	<input checked="" type="checkbox"/>
PA -15.1 Resolution of Board of Directors	02 Pages	<input checked="" type="checkbox"/>
PA- 15.2 Resolution of Board of Directors to enter into consortia or joint ventures	02 Pages	<input checked="" type="checkbox"/>
PA- 15.3 Special resolution of consortia or joint ventures	03 Pages	<input checked="" type="checkbox"/>
Bill of Quantities	1 Pages	<input checked="" type="checkbox"/>
PA 30.1 Pricing Schedule-Firm prices	10 Pages	<input checked="" type="checkbox"/>
PA32 invitation to Bid	04 Pages	<input checked="" type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
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	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date



BILL OF QUANTITIES:

MAGISTRATE COURT: JAMESTOWN MAGISTRATE COURT
Square: 635,35²

No	Description	Rate per m2	Year 1	Year 2	24 Months	Total Amount including VAT
	NOTE TO TENDERERS					
1	The following bill of quantities must be completed by the contractor.					
2	Bidders are to note that all work carried out must be in accordance to the OHSWA regulations and Facilities Management Conditions of Contract(DPW)					
3	This Quotation will be evaluated according to Financial Offer method & preference points 80/20					
4	Cutting of grass and removal of all garden refuse from site. Maintenance of flower beds / lawn on site (removal of weeds). General cleaning of the site paved areas, parking lots, paths and walkways.					
	NB Bidder/s are required to provide purchase slip for all plant material and related items purchased. Mark up for the material purchased not exceeding 25%					
	EXTENT OF WORKS / SCOPE OF WORK (See attached detailed specification)					
		R				R
	Sub Total	R				R
	Profit	R				R
	VAT@15	R				R
	Escalation @ 6.7%					R
	Total Costs	R				R
					
	Name of tendering entity Signature Date					
	Date					
	END OF SPECIFICATION					