



# public works & infrastructure

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTHAFRICA**

## QUOTATION DOCUMENT

**PROJECT DESCRIPTION:** Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis

**BID NO:** PLKQ26/23  
**Closing Date:** 01 July 2026  
**Closing Time:** 11H00  
**Bid Briefing Meeting Date:** NONE  
**Bid Briefing Meeting time:** NONE

**Tenderers CSD No:** .....

**Name of the Tenderer:** .....

**Bid Box Address**  
Department of Public Works & Infrastructure  
Old Mutual Building  
78 Hans van Rensburg Street  
Polokwane  
0700

SCM SPECIFIC ENQUIRIES:	TECHNICAL / PROJECT SPECIFIC ENQUIRIES
Enquires: <b>Mr. Thato Morifi</b>	Enquires: <b>Mr. Zilungisele Ngcobo</b>
Tel No: <b>015 293 8012</b> during office hours	Tel No: <b>015 291 6387</b> during office hours
Cell No: <b>N/A</b>	Cell No: <b>N/A</b>
Email Address: <a href="mailto:Thato.Morifi@dpw.gov.za">Thato.Morifi@dpw.gov.za</a>	Email Address: <a href="mailto:Zilungisele.Ngcobo@dpw.gov.za">Zilungisele.Ngcobo@dpw.gov.za</a>



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## SUMMARY OF QUOTATION INFORMATION

<b>Bid Number</b>	PLKQ26/23	
<b>Bid/ Project Description</b>	Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis	
<b>Bid Closing date &amp; Time</b>	Wednesday, 01 July 2026	Closing Time: 11H00
<b>Bid Briefing Date &amp; Time (If applicable)</b>	<i>Date of Bid Briefing (if any)</i> NONE	<i>Time of Bid Briefing (if any)</i> NONE
<b>Venue</b>	NONE	
<b>SCM SPECIFIC ENQUIRIES:</b>	Mr. Thato Morifi	<a href="mailto:Thato.Morifi@dpw.gov.za">Thato.Morifi@dpw.gov.za</a>
	015 293 8012	N/A
<b>TECHNICAL / PROJECT SPECIFIC ENQUIRIES</b>	Mr. Zilungisele Ngcobo	<a href="mailto:Zilungisele.Ngcobo@dpw.gov.za">Zilungisele.Ngcobo@dpw.gov.za</a>
	015 291 6386	N/A
<b>Quotation Validity Period</b>	84 calendar days	
<b>Bid Document Price</b>	Free of Charge	
<b>Procurement Plan Reference Number</b>	N/A	



**PA 32: INVITATION TO BID**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	PLKQ26/23	CLOSING DATE:	Wednesday, 01 July 2026	CLOSING TIME:	11H00
DESCRIPTION	Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).</b>					

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

Old Mutual Building, 78 Hans Van Rensburg Street

Polokwane, 0700

OR POSTED TO:

**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		
<b>CAPACITY UNDER WHICH THE BID IS SIGNED</b> (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))					
<b>TOTAL NUMBER OF ITEMS OFFERED</b>				<b>TOTAL BID PRICE (ALL INCLUSIVE TAXES)</b>	<b>R</b>

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Mr. Zilungisele Ngcobo
CONTACT PERSON	Mr. Thato Morifi	TELEPHONE NUMBER	015 291 6387
TELEPHONE NUMBER	015 293 8012	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Zilungisele.Ngcobo@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	N/A



## **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.

#### **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. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.**

**Note Well:**

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis		
Bid no:	PLKQ26/23	Procurement Plan Reference no:	N/A
Advertising date:	Friday, 26 June 2026	Closing date:	Wednesday, 01 July 2026
Closing time:	11H00	Validity period:	84 calendar days

### 1. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session.
7	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database.
8	<input checked="" type="checkbox"/>	<b>Specification/pricing schedule must be fully completed</b>
9	<input checked="" type="checkbox"/>	- Submission of an active letter of Good Standing (COIDA) in Gardening Services issued by the Department of Labour - Bidders may bid for RFQ PLKQ26/20 – PLKQ26/57, however will only be awarded one (1) project/RFQ
10	<input checked="" type="checkbox"/>	- Bidders must comply with the National Minimum Wage as gazetted by the Department of Labour - Submission of Letter of intent of Liability Cover/Proof of Liability Cover with a minimum amount of R1 000 000.00 (One Million Rand) with verifiable contacts. The recommended bidder will be requested to submit a valid Liability cover.
11	<input checked="" type="checkbox"/>	- Submission of Company Registration Certificate (CK) and ID Copy/ies of the Director/s of the company



12	<input checked="" type="checkbox"/>	<p>- All parts of tender documents submitted must be fully completed in ink and signed where required</p> <p>- All individuals that are not born in South Africa and that are working or are employees or are directors / trustees / shareholders / members of a business in Republic of South Africa must submit the permanent residence certificate or relevant permit that are as follows ( In terms of Section 15, Section 19, Section 23 and Section 25 of Immigration Act No: 13 of 2002 as amended and must abide by the terms and conditions of Section 43 of Immigration Act No: 13 of 2002 as amended) or they must submit the relevant permit ( In terms of Section 22 permit or Section 24 permit or "Certification" or Section 27 of Refugee Act No: 130 of 1998 as amended) or they must submit Neutralisation Certificate ( In terms of section 5 of the South African Citizenship Act no: 88 of 1995 as amended). The concerned bidder must also submit a signed original stamped letter from the Immigration Section of the Department of Home Affairs Offices that will confirm that the above mentioned documents (permits or certificates) in terms of the above mentioned acts are authentic. No assessment of Section 43 of Immigration Act No: 13 of 2002 as amended will be performed on this tender in the absence of requested information/ relevant permit or certificate and will therefore render the tender as unacceptable and excluded from any and all further consideration</p>
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**1.2. Indicate administrative requirements applicable for this tender. Tenderers 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 seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	<b>Submission of PA-29: Certificate of Independent Bid Determination</b>
8	<input type="checkbox"/>	
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	

**1.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.**

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
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**2. BID EVALUATION METHOD**

2.1 This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

**3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS**

3.1. 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.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>
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	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> Or <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> Or <ul style="list-style-type: none"> <li>Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> Or <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> and <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

#### 4. COLLECTION OF QUOTATION DOCUMENTS

Bid documents are available for free download on Public Works website [www.publicworks.gov.za](http://www.publicworks.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address  
NDPWI, Old Mutual Building, 78 Hans Van Rensburg Street, Polokwane, 0700.

A non-refundable bid deposit of **Free of Charge** is payable (cash only) on collection of the bid documents: **Not Applicable**

#### 5. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be no bid briefing meeting.

Venue:	NONE		
Virtual meeting link:	N/A		
Date:	Date of Bid Briefing (if any) NONE	Starting time:	Time of Bid Briefing (if any) NONE

#### 6. ENQUIRIES

6.1 Technical enquiries may be addressed to:



<b>DPWI Project Manager</b>	<b>Mr. Zilungisele Ngcobo</b>	<b>Telephone no:</b>	<b>015 291 6387</b>
<b>Cellular phone no</b>	<b>N/A</b>	<b>Fax no:</b>	<b>None</b>
<b>E-mail</b>	<u>Zilungisele.Ngcobo@dpw.gov.za</u>		

6.2 SCM enquiries may be addressed to:

<b>SCM Official</b>	<b>Mr. Thato Morifi</b>	<b>Telephone no:</b>	<b>015 293 8012</b>
<b>Cellular phone no</b>	<b>N/A</b>	<b>Fax no:</b>	<b>None</b>
<b>E-mail</b>	<u>Thato.Morifi@dpw.gov.za</u>		

**7. DEPOSIT / RETURN OF TENDER DOCUMENTS**

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

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

**Closing Date: Wednesday, 01 July 2026**

**Closing Time: 11H00**

<p><b>Tender documents may be posted to:</b> The Director-General Department of Public Works and Infrastructure Private Bag X 9469 Polokwane 0700 Documents must be deposited in The Bid Box before the closing date of the bid</p>	<b>OR</b>	<p><b>Deposited in the tender box at:</b> The Bid Box Department of Public Works &amp; Infrastructure Old Mutual Building 78 Hans Van Rensburg Street Polokwane</p>
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## TERMS OF REFERENCE/ SPECIFICATIONS

**Quotation No: PLKQ26/23**

**Project Description: Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis**

Paste Specifications or Terms of Reference here



## PRICING SCHEDULE

Quotation No: PLKQ26/23

**Bid/ Project Description: Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis**

Paste Pricing Schedule here

**PA-11: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>3</sup> in the enterprise, employed by the state?  YES  NO

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

Full Name	Identity Number	Name of State institution

(<sup>3</sup>) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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".  
For External Use

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

YES  NO

2.2.1 If so, furnish particulars:

.....  
.....

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

YES  NO

2.3.1 If so, furnish particulars:

.....  
.....

**3. DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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".



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

**I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

## 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:**

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

\_\_\_\_\_

\_\_\_\_\_ *(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per 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 the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering 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 Tendering 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 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 Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

- 1 \*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.

- 2 The Enterprise accept 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.
- 3 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:

\_\_\_\_\_

\_\_\_\_\_ Postal Code \_\_\_\_\_





## 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 tender 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:**

- A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

\_\_\_\_\_  
 \_\_\_\_\_

*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(tender number as per Tender Document)*



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 tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender 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: \_\_\_\_\_

E-mail address: \_\_\_\_\_



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

The tendering 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).



**DPW-16. TENDER BRIEFING MEETING CERTIFICATE**

<b>Project title:</b>	<b>Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis</b>		
<b>Tender / Quotation no:</b>	<b>PLKQ26/23</b>	<b>Reference no:</b>	<b>N/A</b>

**Date Bid Briefing Meeting: NONE**

**Time of Bid Briefing Meeting: NONE**

**Venue: NONE**

This is to certify that I, \_\_\_\_\_

representing

attended the tender clarification meeting on: \_\_\_\_\_

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>



**DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS**

<b>Project title:</b>	<b>Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis</b>		
<b>Tender / Quotation no:</b>	<b>PLKQ26/23</b>	<b>Reference no:</b>	<b>N/A</b>

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: PLKQ26/23

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

**1. DECLARATION:**

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

## DPW-09 PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis	
<b>Tender / Quotation no:</b>	PLKQ26/23	<b>Closing date:</b> Wednesday, 01 July 2026 <b>Time:</b> 11H00

*Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.*

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

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.						
2.						
3.						
4.						
5.						
6.						
7.						



1.2. Completed projects

Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

Name of Tenderer		Signature		Date	

## 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. PRI

**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

### 1.2 Preference Points System to be applied

The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 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.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>• Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>• Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>

3.	An EME or QSE which is at least 51% owned by black women	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

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

- “(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;
- “(price)” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “(rand value)” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “(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
- “(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:

80/20 or 90/10

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

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:

80/20 or 90/10

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

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 (80/20 system) (To be completed by the organ of state)	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 <b>Historically Disadvantaged Individuals (HDI)</b>	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	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

**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.

.....SIGNATURE(S) OF TENDERER(S)

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_ %
- Black Disabled % = \_\_\_\_\_ %
- Black Unemployed % = \_\_\_\_\_ %
- Black People living in Rural areas % = \_\_\_\_\_ %
- Black Military Veterans % = \_\_\_\_\_ %

Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ the annual Total  
Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

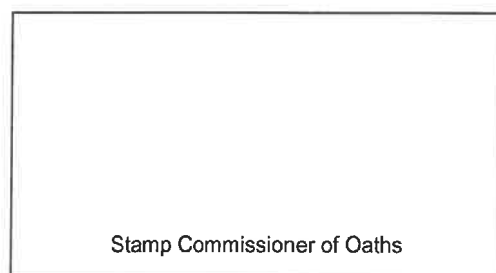
100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp



## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Construction Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="margin-left: 20px;">i. before 27 April 1994; or</p> <p style="margin-left: 20px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp

Stamp Commissioner of Oath

## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

**BID NUMBER: PLKQ26/23**

**BID/ PROJECT DESCRIPTION: Rendering of twelve (12) months Gardening Maintenance/Services at Phalaborwa Magistrate Office on a month to month basis**

### NOTES:

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the

supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

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

#### **7. Performance security**

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

#### **8. Inspections, tests and analyses**

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



- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.



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

#### 14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

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

#### 17. Prices

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

#### 18. Contract amendments

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

### 19. Assignment

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

### 20. Subcontracts

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

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

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

### 22. Penalties

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

### 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or



(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
  - ii) The date of commencement of the restriction
  - iii) The period of the restriction; and
  - iv) The reasons for the restriction.

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

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

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

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

#### **25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in



performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 26. Termination for insolvency

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

## 27. Settlement of Disputes

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

## 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing language

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

## 30. Applicable law

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## 31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice



- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

### **33. National Industrial Participation Programme (NIPP)**

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

### **34. Prohibition of Restrictive Practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



# public works & infrastructure

**Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA**

## **SPECIFICATIONS FOR RENDERING OF TWELVE (12) MONTHS GARDENING SERVICES AT PHALABORWA MAGISTRATE OFFICE**

**78 HANS VAN RENSBURG STREET  
OLD MUTUAL BUILDING  
POLOKWANE  
0700**

<b>Project title:</b>	<b>RENDERING OF TWELVE (12) MONTHS GARDENING SERVICES AT PHALABORWA MAGISTRATE OFFICE</b>		
<b>Tender no:</b>		<b>Reference no:</b>	

Initial \_\_\_\_\_

## 1. PROJECT DESCRIPTION

### Description of services:

Rendering of twelve (12) months gardening services at Phalaborwa Magistrate Office

**Department:** National Department of Public Works & Infrastructure

**Place / Area:** Phalaborwa Magistrate Office

**Size of the area:** 1 964M<sup>2</sup>

## 2. BROAD DESCRIPTION OF THE SERVICE

- Removal of dead plants, pruning of trees and overlapping branches, pruning of palms and shrubs, creation of firebreaks outside the fence
- Supply of horticultural materials including but not exclusively:
  - Compost, Lawn dressing, Lawn, Seedlings, Plants, Fertilizer, Mulching, Herbicides, Pesticides
- Invader plant control: Cutting down of invader plants, poisoning of stumps, Manual removal of certain invader plants
- Garden maintenance: Normal day to day garden maintenance, Lawn maintenance, Flowerbed maintenance, Lawn Spring treatment, Split and replant of plants
- Maintenance of hard landscaping structures, cleaning of gutters and pavement

## 3. STANDARD SPECIFICATIONS

The following standard specifications, regulations, By-Laws and guidelines are applicable to this service:

- Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- Government Immovable Asset Management Act, Act 85 of 1993
- Public finance management Act (PFMA), Act 1 of 1999
- Preferential Procurement Policy Framework Act
- National Building Regulations (SABS 0400)
- Supply Chain Procurement Policy
- Broad Based Black Economic Empowerment Act.2003 (Act no.53 Of 2003)
- National Infrastructure Maintenance Strategy (NIMS)
- National Water Act No. 36 of 1998
- Green Building Policy Framework
- Regulations for Hazardous Biological Agents (Issued in terms of: Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- National Environmental Management Act, 1998 (Ac No. 107 of 1998)
- Environmental Conservation Act, 1989 (Act No. 73 of 1989)
- Basic Conditions of Employment Act, 1997 (No. 75 of 1997) "Code of good practice for employment and conditions of work for Expanded Public Works Programmes

- Disaster Management Act, 2002 (No. 57 of 2002)
- Local Municipality By-Laws and Regulations
- South African National Standards (SANS)
- All relevant legislation

The work to be performed according to the enclosed specification and pricing data for the execution of this maintenance tender, without amendments. (Scope of work)

#### **4. CONTRACT REQUIREMENTS**

##### **4.1 Security requirements**

- 4.1.1** Bidder's attention is drawn to the fact that the sites have stringent security requirements.
- 4.1.2** The successful bidder will be required to undergo a security clearance before awarding of contract.
- 4.1.3** During the site hand over period the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, for the cost of the Contractor. Appointment will be depending on the security clearance.
- 4.1.4** Contractor to educate him/herself with all regulations, security and guidelines as lay down by this Department.
- 4.1.5** Contractor and his personnel have to be SSA security clearance before starting the contract.
- 4.1.6** For security clearance the Department requires the company to submit the following documentation for screening of service providers:
- ii. Company profile.
  - iii. Originally certified copy of Registration documents (Ck, Pty. (Ltd.), and sole propriety).
  - iv. Valid original Tax Clearance Certificate/ Tax pin
  - v. Certified ID copies of company directors and all the staff that will be involved in the project, not older than three months.
  - vi. Original finger prints on all the ID copies – for the cost of the Contractor

##### **4.2 Protocol**

The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel is accordingly.

##### **4.3 Access**

- 4.3.1** Contractor to notify court manager before entering an office. The court manager must be informed prior to delivery by the contact person. Contact details will be made available to successful contractor.
- 4.3.2** Contractor to be accompanied into the offices by the internal security or the court manager. A representative of the contractor must be present with deliveries and during maintenance.
- 4.3.3** Security arrangements and regulations which may be applicable are to be adhered to by the contractor.

##### **4.4 Representative of National Department of Public Works and Infrastructure (DPWI)**

**4.4.1** NDPWI contract manager of National Department of Public Works and Infrastructure or his delegated representative will act on behalf of National Department of Public Works and Infrastructure.

**4.4.2** The NDPWI contract manager, or his representatives, which names will be communicated to the contractor, is the only persons that may instruct the contractor to execute any tasks.

#### **4.5 Responsibility of the Contractors**

**4.5.1** NDPWI shall not be held responsible for any loss due to theft or damage of any sort of the contractor's property or any items that are kept on NDPWI's property.

**4.5.2** The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of NDPWI and its staff, in the normal performance of their duties. A claim for this can be instituted by NDPWI for the full amount against the contractor.

#### **4.6 Indemnification**

**4.6.1** The contractor and his workers enter the property at own risk.

**4.6.2** The contractor must indemnify NDPWI from any damage that might occur where staff is employed in any work falling outside of the terms of the bid.

**4.6.3** The contractor performs as an independent contractor and not as an agent or employee of NDPWI and has no authority to bind NDPWI to another party.

#### **4.7 Breach of agreement**

**4.7.1** If the service is not to the satisfaction of the NDPWI contract manager, NDPWI has the right to withhold payment at penalty rates specified in this document.

**4.7.2** In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPWI to do so, NDPWI shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:

- To terminate the agreement.
- To suspend further payment to the contractor
- To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

#### **4.8 Termination of agreement**

**4.8.1** NDPWI shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

**4.8.1.1** On breach of the agreement.

**4.8.1.2** On commencement of any action for the dissolution and/or liquidation of the contractor, except an amalgamation or restructuring approval in advance by NDPWI.

**4.8.1.3** If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;

**4.8.1.4** If the contractor informs NDPWI that it intends to cease performing its obligation in terms of the agreement;

- 4.8.1.5 If the contractor informs NDPWI that it is incapable of completing the project;
- 4.8.1.6 If, in the opinion of NDPWI, the contractor acted dishonestly.
- 4.8.1.7 NDPWI reserves the right to, in the absence of breach or the event referred to supra, terminate this Agreement at any time by giving (24) twenty four hours' notice to the contractor.
- 4.8.1.8 In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.
- 4.8.1.9 In the event of the Contractor wishing to terminate the contract, the contractor will supply in writing a letter to NDPWI contract manager advising that the contract is to be terminated. He will be required to continue with the work for a period of two months from the date of such a letter. During this notice period the maintenance activities will be carried out as per the schedule.

#### **4.9 Cancellation**

- 4.9.1 The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.
- 4.9.2 The Department will cancel the contract with immediate effect if, at site hand over the Contractor does not have all the resources or proof of resources to complete the contract and if the contractor does not supply the resources within the 21 working day site establishment period.

#### **4.10 Curtailing of Service**

- 4.10.1 NDPWI retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.
- 4.10.2 In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or fire, NDPWI shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

#### **4.11 Interruptions of Service**

If the service is interrupted or temporally suspended because of a Labour dispute, riot, a local or national disaster or other causes out of the control of the contractor. Both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.

#### **4.12 Restrictions**

- 4.12.1 NDPWI retains the right to issue instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.

- 4.12.2** After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
- 4.12.3** The contractor shall only fill, clean and service his equipment at a site indicated by NDPWI contract manager.
- 4.12.4** The contractor or any of his employees may not under any circumstances use any of NDPWIs buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.
- 4.12.5** The contractor and his workers shall under no circumstances use the fire hoses or other firefighting equipment on the property during the performance of this service.
- 4.13 Service times**
- 4.13.1** A full service must be provided daily Monday to Friday.
- 4.13.2** Special permission must be obtained in advance before services will be allowed on weekends.
- 4.13.3** Service times are stipulated as daily from 7:00 to 15:30 for weekdays and lunch time from 12:00 to 13:00.
- 4.14 Obligations of NDPWI**
- 4.14.1** NDPWI contract manager shall act as informant between contractor, and NDPWI.
- 4.14.2** NDPWI shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor.
- 4.15 Obligation of the Contractor**
- 4.15.1** Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.
- 4.15.2** Keep all facilities that are supplied to the contractor or by the contractor neat and tidy at all times.
- 4.15.3** Any foreign objects noted in, and on, the work areas must be brought to the attention of the Departments contact person.
- 4.15.4** Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.
- 4.15.5** During the contract period the contractor must comply with any law and regulation laid down by parliament and local or any other authorities that have any reference to the service.
- 4.15.6** Noise must be kept to reasonable limits.
- 4.16 Conditions in Relation to the Supervision of the Contractor Personnel**
- 4.16.1** The contractor must at all times have strict and effective supervision of the workers performance by appointing the following staff **dedicated to this tender** for the full contract period.
- 4.16.2** The Project manager must be in possession of a National Diploma or NQF level 6 in Horticulture or Landscaping qualification.
- 4.16.3** The contractor must have reserved staff to replace staff on leave to maintain a full staff complement at all times.

#### **4.17 Conditions in Relation to Personnel of the Contractor**

- 4.17.1** Supervisor must react in all aspects to reasonable requests from NDPWI contract manager of NDPWI. All requests from Clients or any other individuals has to be cleared and permission obtained before execution of such tasks.
- 4.17.2** The personnel of the contractor must respect the office personnel, the public, all equipment, and buildings belonging to NDPWI.
- 4.17.3** Workers that do service must be dedicated personal. These workers shall at the cost of the contractor be classified by the DOJ Security Branch as trustworthy.
- 4.17.4** In accordance with the act on the Control of Admission to Public Premises and Transport Act, Act 53 of 1985 workers shall be subject to the requirements of Article 2 (2) of the incorporated act.
- 4.17.5** The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.
- 4.17.6** At the end of every working day, not later than 15:30 all the workers must have left the property. No workers will be allowed onto the property outside of normal working hours unless permission is granted by NDPWI contract manager. No workers will be allowed onto the property outside of normal working hours unless permission is granted by DOJ through NDPWI in writing 48 hours in advance.
- 4.17.7** Personnel of the contractor, subject to the conditions of the quotation, have entrance to all outdoor areas to perform the service. If the service is not required in any area at a specific time no entrance to these areas will be allowed.
- 4.17.8** NDPWI shall have the right to indicate to the contractor any worker that is in he's opinion a safety, health or security risk. Thereafter the contractor will not be able to use this person in the performance of this contract.
- 4.17.9** In such a case the contractor shall react immediately to such a request from NDPWI and as a result of such a request will not have the right to claim for any loss or damage against NDPWI. The contractor must indemnify NDPWI from any claims arising from the workers involved.
- 4.17.10** If NDPWI has any information in connection with any of the contractors personnel that are involved in the performance of this quotation, the contractor can request NDPWI to supply such information to him without delay.
- 4.17.11** All workers must be in possession of identity cards supplied by DOJ, and worn visibly on the person at all times.
- 4.17.12** The card must be carried by the workers on the site while he/she is present on the property. The contractor will control and be responsible for the card in such a manner that no unauthorised person gains entry to the property.
- 4.17.13** Personal hygiene must at all times be kept by the contractor and workers.
- 4.17.14** Staff must behave in a sober and quiet manner.
- 4.17.15** The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of NDPWI.
- 4.17.16** No information may be supplied to the public or news media in connection with the contractor's activities.
- 4.17.17** The contractor shall maintain an efficient, well-trained and qualified staff component as prescribed by the PA-10\_fm Condition of Contract item 5.4. The

quantity of staff on site as per proof of resources must at all times be maintained. Replacement staff must be available for staff on leave or sick leave for more than one day.

- 4.17.18** Should NDPWI find any employee of the contractor to be unable to perform the work to the satisfaction of NDPWI, NDPWI may, in writing and together with reasons there for, request that he/she be replaced in order to meet the requirements of the agreement. Such replacement should take place within five working days from receipt of NDPWI's request.

#### **4.18 Equipment**

**4.18.1** The contractor shall be responsible for the supply of gardening tools and equipment maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the tender.

**4.18.2** If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within that 24hours.

**4.18.3** The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender

The Department may not borrow or give equipment to the contractor.

**4.18.4** The equipment used by the contractor must comply with the regulations on machinery of the Occupational, Health, and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.

**4.18.5** The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations. This will include the wearing of the correct PPE to operate the equipment.

**4.18.6** The client Department will provide space for the storage of equipment and changing room for gardeners.

#### **4.19 Advertisements**

**4.19.1** The contractor is not permitted to place advertising signboards, and warning signs in NDPWI buildings or outside any portion thereof.

**4.19.2** The contractor or his staff may not exhibit any article or object that NDPWI regards as offensive or undesirable. In this case NDPWI decision is regarded as final and binding on the contractor and staff.

**4.19.3** NDPWI has the right to immediately remove any sign, printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

#### **4.20 Electrical equipment**

**4.20.1** No electricity will be provided to the contractors for the use of machinery. Electricity will be supplied for the Irrigation systems.

#### **4.21 Warning signs**

**4.21.1** 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.

**4.21.2** The contractor must have all warnings/boards made in English for the full term of this service.

#### **4.22 Inflammable and Toxic Chemicals**

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

**4.22.2** No long-term storage is allowed.

#### **4.23 Preservation of existing trees, shrubs, rare plants**

**4.23.1** All existing trees, shrubs and rare plants that might appear on site, may not be damaged or removed from site under any circumstances without explicit instructions from NDPWI.

**4.23.2** The contractor will be held responsible for any damage to trees, plants and shrubs on the site and such damage will be at his own cost. If damages are caused by an outsider, the Contractor must report the misdeed to NDPWI in writing, within 48 hours otherwise the contractor will be held responsible for the damage repair.

#### **4.24 Remuneration of Service**

**4.24.1** NDPWI undertakes to pay the contractor per month on completion of a month's maintenance and on fully completed job card as signed by court manager.

**4.24.2** Payment shall be made within **30 calendar days after** an invoice has been submitted by the contractor to NDPWI and certified as correct and according to the quotation conditions and the quotation submitted, by NDPWI contract manager.

**4.24.3** The following documentation are required for the Portfolio of Evidence (POE), as proof that the scope of works were executed:

**4.24.3.1** Copy of daily attendance register for all the specified staff.

**4.24.3.1.1** Copy of proof of payment of all the staff as reflected in the scope of work and pricing data.

**4.24.3.2** Original copy of a job card signed by client on site to confirm that the service was rendered up to the standard as per the scope of work

#### **4.25 Indulgences**

No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such party's rights, or prevent such party from strictly enforcing due compliance with each and every provision of this agreement.

#### 4.26 Employment Contract

- 4.26.1** The contractor will employ the required number of gardeners (workers) from the local area.
- 4.26.2** The contractor is to pay the gardeners (workers) not less than the Gazetted minimum wage for Farm Workers and the wage rate should increase from the date it comes in to affect as Gazetted by the Minister of Labour.
- 4.26.3** All complains in connection with the service must be attended to and rectified within 48 hours.

#### 4.27 USE OF LOCAL LABOUR

- 4.27.1** Labour must be sourced from the local community comprising of previously disadvantaged individuals (PDIs).
- 4.27.2** Further Labour composition requirements should consider:
- i. Women
  - ii. Youth
  - iii. Disabled people

Demographic	EPWP Participants (worker)Target
Youth (i.e. 16 – 35 years of age)	55%
Women	55%
People with disabilities	2%

- 4.27.3** These employees are only to be utilised as unskilled workforce and not skilled staff except the project manager.

Where applicable at least the Gazetted minimum wage must be adhered to.

#### 4.28 Training for unskilled labour/Gardeners

- 4.28.1** The supervisor/project manager to supply site training to unskilled gardeners/labour participants, in line with the following modules.
- Basic Horticulture
  - First Aid
  - Watering of various plants

#### 4.28.2 JOB CARDS, ATTENDANCE REGISTER AND PROOF OF PAYMENTS FOR EMPLOYEES

##### 4.28.3 Job cards

Job cards shall be signed and certified each month by court manager or client on site to confirm that the service was rendered satisfactory or not, as per the scope of work.

#### 4.28.4 Employees attendance register

The Service Provider must on a monthly basis provide attendance register on site for the employees to sign and submit the register to the Project Leader for the purpose of monitoring and reporting on job opportunities created under this contract.

#### 4.28.5 Proof of payment

The supplier must submit proof of payment for all gardeners to confirm that the gardeners are all paid the previous salary before processing the next invoice claim. The supplier must also provide attendance registers monthly as well as contracts of employment (once off).

### 5. SPECIFICATION/SCOPE OF WORK

#### 5.1 CONTRACT INFORMATION

**Description of Service to be rendered:**

Rendering of twelve (12) months gardening services

**Office:** Phalaborwa Magistrate Office

**Contract period:** 12 Months

**Size of the area:** 1 964M<sup>2</sup>

#### 5.2 GENERAL INFORMATION

**Maintenance of beds and the mechanical control of weeds  
Maintenance of shrubs, trees perennial bedding plants and other  
landscaping plants**

Maintenance of lawns and grass  
Maintenance of hard surfaces  
Cleaning of gutters and roof for buildings

NB: Contractors shall supply all the necessary transport, garden tools, machinery and materials to execute the garden maintenance activities. No electricity shall be provided by the department for the use of machineries.  
**Petrol machinery recommended for this purpose.**

The department shall provide water taps for irrigation purposes. A contractor must supply hosepipe as well as fittings. Note that this offices does not have an electronic or any installed irrigation system. Manual irrigation shall be used by the contractor.

In **addition** to all the work to be carried out on site as per the specifications, a contractor shall ensure that six **(6) staff** are appointed and be on site on a **daily basis** for the duration of the contract. Any special site instructions by site manager relating to any aspect of garden service shall be carried out by the groundsman on site.

### 5.3 SCOPE OF WORK TO BE DONE:

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 always kept in a neat and tidy condition. No herbicides shall be applied as a means of controlling weeds in between plants.

#### 5.3.1 PRUNING OF PLANTS

All pruning shall be done according to the seasons and plant species (more especially during the growing season). 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 branches shall be removed for 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.

##### 5.3.1.1 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 four months, more especially during the growing season.**

##### 5.3.1.2 Pruning of trees

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.
- All the trees in the premises shall be pruned as well.

### 5.3.2 IRRIGATION

#### 5.3.4.1 Bedding plants and shrubs:

All plants are to be irrigated thoroughly at least **three times a week**. 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.

#### 5.3.4.2 TREES

All trees shall be irrigated thoroughly two-three times weekly at regular intervals. 15-20 litres water shall be used.

### 5.3.3 PEST CONTROL ON PLANTS AND LAWN

Insect pest 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.

Should a contractor notice any type of pest in the plants or Lawn, he/she 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.

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 to do pest control. A contractor shall be responsible to pay a pest control contractor.

### 5.3.4 TRANSPLANTING OF BEDDING PLANTS

Variety of bedding plants shall be transplanted during the contract period. Plants shall be transplanted from overgrown beds to fill other empty beds or beds with minor plants. Some plants will require to be dugged out, divided and planted to other beds. This shall only be done with the instruction of Project Manager.

### 5.3.5 MAINTENANCE AROUND TREES

Dam wall shall be maintained around the trees. The height of dam wall shall be between 6-15cm high with a diameter of 500-800mm radius. All the grass around the edges of the dam wall shall be trimmed. Mulching material shall be added if not sufficient around the trees to keep moisture. Mulching material shall be between 10-30 mm thick. Weed free materials shall be added.

### 5.3.6 THE MAINTENANCE OF LAWNS

#### 5.3.6.1 THE 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 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.

#### 5.3.7 Mowing frequency

**Three times monthly** between September-March and twice monthly between April-August. A generally acceptable norm for the length of lawn is 20 – 30 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.

#### 5.3.8 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.

#### 5.3.9 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 always have a neat appearance 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.

#### 5.3.9.1 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.

### 5.3.10 Fertilization

The contractor to supply all consumables to execute this action. The contractor shall collect and spread enriched **5:1:5 SR fertilizers** in strict compliance with the manufacturer's instructions in August, October, December, February, March, and May. Fertilizer is not to be forked into the soil but mulched with 20mm compost mulching to prevent burning of the plants. Irrigation is to be undertaken prior to and after fertilization. NO burnt or damaged plants will be accepted.

### 5.3.11 Refilling of dead patches of lawn

Should there be any patches of lawn in the garden, such patch shall be filled with the same type and quality of lawn. Lawn seeds or stolons to fill the spot shall be accepted as means to fill the patches.

### 5.3.12 Broad leaf 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. All the herbicides to be used shall comply with the requirements of Act 36 of 1947 and shall be registered in terms of this Act**

### 5.3.13 Maintenance of grass in and outside of the building

Grass shall be cut and the grass clippings shall be removed. Grass shall be cut to maximum height of 50mm. 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. Grass shall be cut **once monthly between May – October and every three weeks between November – April**. Regular cutting intervals shall be maintained.

### 5.3.14 Areas regarded as grass.

All the grass other than the lawn. The grass outside of the main fence along the road shall be maintained as well and treated as grass. All the foreign objects e. g litter shall be cleaned at the same time during grass cutting and regularly.

### 5.3.15 Maintenance of grass growing in between the fence.

The grass growing along the main fence shall be treated with herbicide. Care shall be taken that this activity is not carried out regularly since the risk of soil erosion might be high if the grass is entirely removed. Grass shall be allowed to grow at some time but not too high above 200mm. Trimming shall be done during grass cutting as other means to control overgrown vegetation along the fence

### 5.3.15.1 Maintenance of hard surfaces and open space

#### GENERAL

Hard surface 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 Project 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 believe 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 specialist to render the service. All the payments shall be borne by the contractor.

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

### 5.3.15.2 Rubbish/refuse removal from the site and transport

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 (the km from the office to the dumping must be taken into consideration during the quote).

### 5.3.15.3 Bush clearance on undeveloped area

Bush clearance must be done on undeveloped areas twice a month, depending on the season (in and outside the yard). **N.B Burning of the rubbish within the premises is prohibited.** All the rubbish must be collected and refused to the dumping side.

## 6. PRICING SCHEDULE

### 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 to include all costs to adhere to the specifications.

### Payments are calculated and paid according to quoted price.

Tariffs that are filled in, in this document, must be the tariffs per contract specifications. In cases where an action is only carried out once a month or week, the contractor must calculate the service into a monthly amount. For services that are carried out every three months or so, a contractor must also give monthly rate since the payment will be monthly.

### 6.1 LABOUR COSTS

Tenders must be registered with the unemployment Insurance Fund and the Compensation Fund. Tenderers must also comply with any applicable wage order/determination or agreement, in terms of the Labour Relations Act or Wage Act

The following table depicts the number of people required per office and the recommended working hours.

Office/Area	Number of Gardeners	Number of supervisor/ project manager	Number of days/ weeks	Minimum working hours per day
Phalaborwa Magistrate Office	5	1	5	8
<b>TOTAL</b>	<b>6</b>			

Description		Hourly rate	8 hours	Per month (23 days)	p/12 months
<b>Basic salary per Gardener</b>		R _____	R _____	R _____	R _____
<b>+ Benefits</b>	UIF @ 1% for gardeners			R _____	R _____
	S.D.L @1%			R _____	R _____
	Coida @ 1.6%			R _____	R _____
	Leave, sick & family responsibility @ 3.88%			R _____	R _____
<b>Total salary per gardener</b>				R _____	R _____
<b>Total salary for 5 gardeners</b>				R _____	R _____
<b>Basic salary per Supervisor/project manager</b>		R _____	R _____	R _____	R _____
<b>+ Benefits</b>	UIF @ 1% for supervisor			R _____	R _____
	S.D.L @1%			R _____	R _____
	Coida @ 1.6%			R _____	R _____
	Leave, sick & family responsibility @ 3.88%			R _____	R _____
<b>Total salary for Supervisor/project manager</b>				R _____	R _____
<b>Total salary for 6 employees (including benefits)</b>				R _____	R _____

## 6.2 GARDEN MATERIALS AND CONSUMABLE ITEMS REQUIRED MONTHLY

Item	Description	Quantity p/month	Total cost p/month	Total cost p/12 months
6.2.1	Fertilizers (preferably; 2:3:2, KAN/LAN, etc)	X 10 kg	R_____	R_____
6.2.2	Herbicides (Roundup) Weeds killer for pavement area only.	X 5 L	R_____	R_____
6.2.3	Fuel/petrol	X 20 L	R_____	R_____
6.2.4	Lawn/Sod	10 m <sup>2</sup>	R_____	R_____
6.2.5	Seedlings (various types) annuals and perennials	100 G	R_____	R_____
6.2.6	Compost	10 cubic meter	R_____	R_____
6.2.7	Refuse bags	X 20 pack	R_____	R_____
6.2.8	Pesticides	X 5 L	R_____	R_____
6.2.9	Leaf rakes	X 6	R_____	R_____
			<b>TOTAL</b>	R_____

## 6.3 PERSONAL PROTECTIVE EQUIPMENT (PPE)

Service Providers are obligated to provide their workers with PPE needed to keep them safe while performing Gardening duties and application of chemicals such as pesticides and insecticides.

### 6.3.1 Personal Protection Equipment (PPE) EPWP Project Branding

6.3.1.1 Supply and issue protective clothing to EPWP participants within the first month after site handover.

6.3.1.2 EPWP staff to wear a descent and neat uniform. The uniform becomes the property of the individual.

6.3.1.3 The full set of uniforms are to be issued once a year.

6.3.1.4 The uniform must include, but not limited, the following (P/Person):

- 3 x orange/blue Two-piece overalls, branded with the name of the company as well as the company logo
- 3 x orange/blue T-shirts branded, branded with the name of the company as well as the company logo

- 2 x orange/blue Hat or cap branded, with the company logo
- 6.3.1.5 The clothing must be in line with the regulations set in the Occupational, Health, and Safety Act, Act 85 of 1996, as amended.
- 6.3.1.6 Failure to issue the correct PPE will constitute a breach of contract.

6.4 The below list is the minimum PPE required to be issued, on a written receipt, to all gardeners and supervisor and to every machine operator:

<u>DESCRIPTION</u>	<u>QUANTITY</u>
Two piece orange/blue overalls	12 pairs
Gardening Safety shoes	6 pairs
Orange/blue Hat or cap branded	12
Dust mask	12
Respirator with the correct cartridge	1
Shin guards	2 pairs
Dust mask	12
Face mask (covid-19)	12
Ear muffs	2
Safety goggles	2
Safety gloves	2
Safety helmet	2
Orange T-shirts branded	12
Safety legging for brush cutter operators	2
Safety gloves for brush cutter operator	2
Rain coat suits	12

#### 6.4.1 GARDENING TOOLS AND EQUIPMENT

The contractor shall be responsible for supplying of Gardening tools and equipment. The following Gardening tools and equipment list is the minimum the Department expect the contractor to have on-site, before the contractor will be allowed to commence with the work, and for the duration of the contract.

Description	Quantity
First aid kits	1
Industrial Lawn mowers	1
Industrial Brush cutters	2
Hedge trimmers	1
Pole pruner	1
Leaf Blowers	1
Secateurs	5
Lopper	5
Bow saw	1
Knapsack sprayer for Herbicide, Pesticide and insecticides	2
Wheel barrows	1
Slashers	1
Garden spade	3
Garden fork	3
Plastic Leave rakes	5
Steel rakes	2
Aluminium step ladder 6m	1
Mattock	1
Pick	1
Hosepipes with sprinklers	2
50m Extensions	1
Moisture meters	1

## 7. PRICING SCHEDULE SUMMARY

This summary shall be submitted together with quotation document and the total bid amount for 12 months including vat must be transferred to the form of offer (PA-32) on the tender document. **Please ensure that the template is completed in full.**

ITEM	DESCRIPTION	PER 12 MONTHS
7.1	6 X Labour Cost	R _____
7.2	Garden Material and Consumable Items	R _____
7.3	OVERHEADS (including profit, admin & transport )	R _____
<b>SUB TOTAL</b>		R _____
15% VAT		R _____
<b>TOTAL</b>		R _____

Family Responsibility	3 Per Year	
Annual Leave	15 Per Year	
Sick Leave	10 Per Year	
<b>SITE VISITS FOR INSPECTION</b>		
Indicate number of visits per month	Rate per kilometre	Total (all round trip/s)
	R _____	R _____

**BID PRICE**

The total bid price for this service must include all labour, PPE's and material required for the proper execution of the work.

**OFFER FOR 12 MONTHS:** .....

**AMOUNT IN WORDS:** .....

**NAME OF TENDERER:** .....

**SIGNATURE OF THE TENDERER:** .....

**CONTRACT PERSON:** .....

**POSTAL ADDRESS:** .....

**TELEPHONE:** .....

**MOBILE NUMBER:** .....

**FAX:** .....

**EMAIL ADDRESS:** .....

PLEASE NOTE

- The attached Bill of Quantities, with all the items correctly priced, multiplied, added up and completed in black ink, must be submitted as a completed document with the Tender Document. The tender price must be carried over to the FRONT PAGE (FORM OF OFFER AND ACCEPTANCE)
- All the pages of the tender document must be initialled in black ink.

Compiled by	Completed by
<b>Name: MR ZS NGCOBO</b>	<b>Name :</b>
<b>Section : Horticulture Services</b>	<b>Company Name:</b>
<b>Contact no: 015 291 6387 : 082 040 6670</b>	<b>Company address:</b>
<b>Email: <u>Zilungisele.Ngcobo@dpw.gov.za</u></b>	<b>Contact no :</b>
<b>Signature:</b> 	<b>Email / Fax :</b>
<b>Date: 05/05/2026</b>	<b>Signature : _____</b>
	<b>Date :</b>

-----**END**-----

Initial \_\_\_\_\_

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	Rendering of twelve (12) months gardening maintenance/services at Phalaborwa Magistrate Office on a month to month basis		
<b>Bid no:</b>	PLKQ26/23	<b>Reference no:</b>	N/A

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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**(Bid Number and Description)**

in response to the invitation for the bid made by:

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

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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.