



DPW-21; RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	MDANTSANE & ZWELITSHA MAGISTRATE OFFICES: PROVISION OF HORTICULTURAL MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS MAGISTRATE OFFICE		
Tender / Quotation no:	PEH 01/2023	Reference no:	1659

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)*

	Date	Title or Details
1.	05/10/2023	Technical Enquiries Details : The correct cell phone number for enquiries: Page 1 of 85 the correct number is 081 0322 574
2.	05/10/2023	Correct Procurement Plan Number is 1659: On Page 4 OF 85
3.	05/10/2023	Validity Period stated on page 4 of 85 is incorrect. Correct validity period is 84 calendar days
4.	05/10/2023	Administrative Responsiveness Criteria –Page 6 of 85 is missing Item 10.1 – 10.4 Attached page 6 of 85 with item 10.1-10.4
5.	05/10/2023	Terms of Reference included in the initial tender document (Page 10-27 of 85)is incorrect Attached is the revised Terms of Reference(Page 10-27 of 85)
6.	05/10/2023	Pricing schedule included in the initial tender document (Page 28-32 of 85)is incorrect Attached is the revised Pricing Schedule (Page 28-32 of 85)
7.	05/10/2023	Postpone of Closing date Closing date postponed to 24 October 2023 @ 11H00
8.		
9.		
10.		

Name of Tenderer	Signature	Date

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.

Name of Tenderer	Signature	Date

10	<input checked="" type="checkbox"/>	10.1 Submission of a valid letter of good standing (COIDA) within 21 days upon request 10.2 Submission of a valid letter of good standing for UIF within 21 days upon request 10.3 Proof of Public Liability Insurance of at least R 5 million on receipt of the appointment letter. 10.4 After award of the contract, complete the Written Agreement on Occupational Health and Safety within 21 days. Specify other responsiveness criteria
11	<input type="checkbox"/>	Specify other responsiveness criteria
12	<input type="checkbox"/>	Specify other responsiveness criteria

2.3. **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
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

3. BID EVALUATION METHOD

3.1. 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

4. EVALUATION METHOD FOR RESPONSIVE BIDS

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

5.1. **For procurement transaction with rand value greater than R1 Million and up to R50 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 for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or sworn affidavit where applicable.
2.	Located in Eastern Cape Province for work to be done or services to be rendered in the Eastern Cape Province area	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or Any Account or statement which is in the name of the Bidder. Or Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or sworn affidavit where applicable.



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PEH 01/2023

Bid/ Project Description: MDANTSANE & ZWELITSHA MAGISTRATE OFFICES: PROVISION OF HORTICULTURAL MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS MAGISTRATE OFFICE



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

TERMS OF REFERENCE (Scope of Work)

MDANTSANE & ZWELITSHA MAGISTRATE OFFICES: PROVISION OF HORTICULTURAL MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS MAGISTRATE OFFICE: HORTICULTURAL MAINTENANCE FOR A PERIOD OF PEH 01/2023

**DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
EBEN DONGES BUILDING
CNR HANCOCK & ROBERTS STREETS
NORTH END
GQEBERHA
6056**

2023



LEGISLATIVE COMPLIANCE & STANDARD SPECIFICATIONS

The following standards, specifications, regulations, By-Laws and guidelines, but not limited to, are applicable to this service:

- A1.1. The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947), Conservation of Agricultural Resources Act, 1993 (Act No. 43 of 1983)
- A1.2. Government Notice R1048, 1984 (R1048 of 25 May 1984 Part 2)
- A1.3. Environmental Conservation Act, 1989 (Act No. 73 of 1989)
- A1.4. Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- A1.5. Regulations for Hazardous Biological Agents (Issued in terms of: Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- A1.6. Basic Conditions of Employment Act, 1997 (No. 75 of 1997)
- A1.7. Water Services Act (Act. 108 of 1997)
- A1.8. National Environmental Management Act, 1998 (Ac No. 107 of 1998)
- A1.9. National Environmental Management: Biodiversity Act (Act No. 10 of 2004)
- A1.10. National Environmental Management: Waste Act (Act No. 10 of 2004)
- A1.11. National Regulator for Compulsory Specifications Act (Act 5 of 2008) and Compulsory Specification for Chemical Disinfectants – VC 8054
- A1.12. ISO 9001 – Quality Management System
- A1.13. ISO 14001 – Environmental Management Systems
- A1.14. Local Municipality By-Laws and Regulations (Especially with regard to waste management / sewage disposal)
- A1.15. South African Bureau of Standards (SABS) / South African National Standards (SANS)
- A1.16. Agrément South Africa Act (Act No. 11 of 2015)



SERVICE DESCRIPTION

PROJECT TITLE:	MDANTSANE & ZWELITSHA MAGISTRATE OFFICES: PROVISION OF HORTICULTURAL MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS MAGISTRATE OFFICE: HORTICULTURAL MAINTENANCE FOR A PERIOD OF PEH 01/2023
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BROAD DESCRIPTION OF SERVICE

Provide a comprehensive, good quality horticultural maintenance service of garden (Lawn, grass, beds, trees, etc.) and hard surfaces (paved, concrete areas, etc.) inclusive of all necessary labour, supervision, material, consumables for employees, equipment and tools, transport, fuel, licensing where required and comply with statutory requirements for the duration of the contract.

CONTRACT DURATION AND OPTION FOR RENEWAL

- 3.1. **Duration:** PEH 01/2023
- 3.2. **Renewal Option of Contract**
 - 3.2.1. **Option 1:** Renew for a period of six (6) months based on good performance, **OR**
 - 3.2.2. **Option 2:** Renew for a period of twelve (12) months based on excellent performance.
- 3.3. **Bona Fide Negotiations**
 - 3.2.1. The Department reserves the right to consider the renewal of the contract or portions thereof, in consultation with the appointed Service Provider for a further period of six (6) months (Option 1) or for a maximum period of twelve (12) months (Option 2), without going to an open bidding process.

CONDITIONS OF CONTRACT

- 4.1. The Conditions of contract are the: FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW), SEPT. 2005 VERSION 1;
- 4.2. The Supplementary document, where applicable is: THE SPECIAL CONDITIONS OF CONTRACT.
- 4.3. Bidders **MUST** populate "**Annexure A: Demonstration & Calculation of Groundsman salaries**" and attach as a returnable document.
- 4.4. The Terms of Reference (ToR) / Scope of Works (SoW) should be studied in full and read in conjunction with the Pricing schedule. Pricing should be done on "**Annexure B: Pricing Schedule**" **NOT** on the ToR / SoW.

CONTRACTUAL PRICE ADJUSTMENTS AND ESCALATION CAP

- 5.1. Pursuant to this contract, the rates shall be subject to an **annual escalation cap limited to five percent (5%)** per annum, excluding labour rates;
- 5.2. Irrespective of the date of award, no price adjustment will be allowed in the first twelve (12) months after the date of award of the tender, excluding labour rates;
- 5.3. Bidders must at the closing date comply with the minimum Gazetted labour rates as per the Government Notice under Sectorial Determination: Contract Cleaners of South Africa for that particular area and the Department of Labour. In the event that adjustments and or amendments and or additions to the rates are Gazetted (by the Department of Labour and or Sectorial Determination: Contract Cleaners of South Africa for that particular area) the rates



of the contracted bidder will be adjusted accordingly. Therefore adjustments on Labour cost will be done “as and when the need arises”.

- 5.4. Rates / prices must be priced for risk and will be escalated in accordance with the competitive escalation rate tendered, not exceeding the escalation cap above. The escalation percentage shall not change throughout the term of the contract, including the renewal period;
- 5.5. The rates for year two (2) and subsequent years (should the contract be renewed based on performance) shall be escalated as follows:
 - 5.5.1. Rates for year 2 (per item) = Tendered rates per the bid for year 1 plus the tendered percentage (%) escalation;
 - 5.5.2. Rates for year 3 (per item) = Tendered rates per the bid for year 2 plus the tendered percentage (%) escalation.
- 5.6. Notwithstanding the Service Provider’s escalation rate, the Department of Public Works shall adjust the basic salary rate of the groundsman with the relative percentage increase, published in terms of **Government Notice under Sectoral Determination1: Contract Cleaners of South Africa for that particular area.**
- 5.7. The contract escalation rate offered by the Service Provider throughout the duration of the contract is the following:
 - 5.7.1. Annual escalation rate..... (%) **[To Pricing Schedule]**

SITE INFORMATION

- 6.1. Service providers must familiarise themselves with the site prior to submitting a final tender offer to enable pricing for all risks, costs and demonstrate the ability to make reasonable profit in relation to the size and requirements of the site(s) as follows:
 - 6.1.1. **Mdantsane**
 - 6.1.2. **Zwelitsha**
 - 6.1.3. **N/A**

1. SCOPE

The Service Provider is responsible for maintenance as follows per respective site:

- 7.1. Lawn and Grass areas
- 7.2. Bedding plants
- 7.3. Tree maintenance
- 7.4. Hard Surfaces
- 7.5. Pest Control on plants
- 7.6. Refuse removal
- 7.7. Verge

2. SERVICE TIMES

The services must be provided daily and the respective site must have its own groundsman.

3. SERVICE PROVIDER’S RESPONSIBILITIES

- 9.1. **Management / Supervision of operations**



The Service Provider **must allow costs for** management / supervision of duties in the maintenance of grounds, including **costs for the Administration of the contract** (telephones and Stationery and other back office or overheads) and shall interact with the Service Manager to receive any additional guidance or co-ordination necessary to ensure tasks are performed in a manner consistent with the industry best practice as follows:

- 9.1.1. Management / Supervision of Services.....(Month) **[To Pricing Schedule]**
- 9.1.2. Administration of Contract.....(Month) **[To Pricing Schedule]**

9.2. The responsibilities of the Service Provider are to:

- 9.2.1. Ensure fair labour practices are complied with;
- 9.2.2. Indemnify, protect, defend and hold harmless the Department from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof and arising out of any claim in respect of the Compensation for Occupational Injuries and Diseases Act 1997 or for any loss for which the Service Provider is liable;
- 9.2.3. Ensure compliance with Unemployment Insurance Act;
- 9.2.4. Supply the labour force to render the service in terms of the specification. This labour force is to conduct itself in an efficient and professional manner in carrying out their duties and keep disturbances to the occupants of the building to a minimum;
- 9.2.5. Ensure that EPWP labour reports and registers are submitted monthly together with invoice;
- 9.2.6. Ensure that a meeting between the service provider and a project leader of the DPW takes place once a month;
- 9.2.7. Ensure that replacement staff is available at all times (for e.g. absences, industrial actions etc.) and ensure the contracted staff adhere to the daily starting and ending times for the specified services;
- 9.2.8. Keep the facilities provided by the DPWI clean and tidy;
- 9.2.9. Comply with the facility / site's security and emergency policies and procedures;
- 9.2.10. Ensure that all staff employed are issued with protective clothing with the company's logo embroidery on work suit, as well as nametags;
- 9.2.11. Accept responsibility and liability for the safekeeping of its equipment on the premises provided by the DPWI;
- 9.2.12. Not store or use poisons, flammable chemicals and materials on the property without the written consent of the department.

9.3. Insurance

The service provider **must allow costs for** and is responsible to assess risks on the project, obtain and maintain adequate insurances to cover such risks for the duration of the contract. The Service Provider shall provide comprehensive insurance and maintain during the entire period of this contract as follows:

- 9.3.1. Public Liability Insurance / General liability insurance:
Operations, maintenance and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage and personal injury wherein the limit of liability required under the Service Provider's **Public Liability insurance must be a minimum R 2'000'000 any one occurrence.**
- 9.3.2. Damage to electronic equipment and furniture, theft of materials and equipment:
The Service Provider shall provide where applicable, adequate insurance for the damage to electric and electronic equipment, furniture, theft of materials and equipment.
- 9.3.3. Government of RSA as additional insured



The general liability policy required of the Service Provider shall name "the Republic of South Africa, acting by and through the Presidency", as an additional insured with respect to operations performed under this contract.

9.3.4. Insurance cover for all risks.....(Month) [To Pricing Schedule]

4. MAINTENANCE PERSONNEL

10.1. The Service Provider **must cost and provide** a minimum number of **groundsman** per respective site and shall not use the same / allocated groundsman on various sites;

10.2. Service Providers must adhere to the Basic Conditions of Employment Act No.75 of 1997 and the basic salary paid to the groundsman must not be less than the published rate in terms of **Government Notice under Sectoral Determination1: Contract Cleaners of South Africa for that particular area** for the duration of the contract;

10.3. The guideline for the calculation of groundsman salaries is as follows:

Table 1: Groundsman salaries calculation guideline

Item	Description	Calculation	Total
T.1.1.	Basic Salary	hourly rate x 8 hours per day x 5 days per week x 4,33 weeks per month	A
T.1.2.	Annual leave provision (Pro rata per month) based on minimum determined days per year.	15 days per year ÷ 12 months x hourly rate x 8 hours per day	B
T.1.3.	Sick leave (Pro rata per month) based on minimum determined days per year.	10 days per year ÷ 12 months x hourly rate x 8 hours per day	C
T.1.4.	Family responsibility leave (Pro rata per month) based on minimum determined days per year.	3 days per year ÷ 12 months x hourly rate x 8 hours per day	D
T.1.5.	Unemployment Insurance Fund (UIF) (1% contribution by employer, 1% contribution by employee)	2% of basic monthly salary	E
T.1.6.	Workman's Compensation (COIDA) (Class J: Sub-class 0501 Tariffs of Assessment)	2.65% of basic monthly salary	F
T.1.7.	Skills Development Levy	1% of basic monthly salary	G
T.1.8.	Bonus (Payment of bonus by is subject to good / excellent performance by the Service Provider)	Annual bonus ÷ 12 months	H
T.1.9.	Monthly salary cost per groundsman (A+B+C+D+E+F+G+H)		10.3.1.

10.3.1. Groundsman salary.....[To Pricing Schedule]

10.4. All employees on site shall wear safety clothing (continental suit branded with company name and safety shoes) at all times while on duty, be presentable and clearly identifiable. Non-compliance will result in the employee being immediately removed from site by Service Manager or DPWI Delegated Official.



5. HORTICULTURAL MAINTENANCE REQUIREMENTS

11.1. Lawn and Grass Maintenance

- 11.1.1. A single mowing cycle shall comprise of mowing, edging, raking all grassed surfaces on the facility and removal of the clippings from the mown areas;
- 11.1.2. All foreign objects shall be removed from the turf before starting operation;
- 11.1.3. The blades of the turf are to be cut at a height of 10mm-20mm using a rotary mower. The above height stipulation may be altered due to specie requirements;
- 11.1.4. The turf shall be cut at regular intervals of once (1) every week from the period 1 September to 30 April, and once (1) every second (2nd) week from 1 May to 31 August.
- 11.1.5. The edges shall be neatly trimmed in conjunction with the mowing programme using a line to keep the edges straight in sections requiring so;
- 11.1.6. The equipment used in edging shall be limited to equipment ensuring even, neat and vertical edges avoiding the widening of gaps along sidewalks, bedding or roads;
- 11.1.7. Clippings may not remain on mown surface overnight and shall be removed on the same day of operation;
- 11.1.8. All areas to be cut are to be cut within three (3) days of beginning the mowing cycle;
- 11.1.9. The grasses area shall be maintained to the satisfaction of the Service Manager;
- 11.1.10. Equipment used in the mowing programme shall be in good working condition to give a professional cut;
- 11.1.11. An acceptable lawn shall be free of ridges, have an even surface, no lines and clippings;
- 11.1.12. After all maintenance work has been carried out the surface shall be well drenched with water;
- 11.1.13. Irrigation: The lawn is to be watered once (1) a week, the soil should be moist and not drenched, to a depth of 10mm-15mm below soil surface. During rainfall no irrigation should be done. The Service Provider must adhere to water restriction requirements by the Local Authority.
- 11.1.14. Top-dressing: Medium shall be a mixture of compost and fine river sand free of stones and weeds. Top dressing shall be applied as a complete 8mm cover, once a year over the surface of lawn and levelled off to even out surfaces.
- 11.1.15. Transplanting of lawn: All damaged areas on turf shall be replaced with sods or stolons of the same species and quality of turf as soon as they appear.
- 11.1.16. Fertilizing of lawn : The Service Provider is to ensure the area to be fertilized is watered before and after fertilizing sufficiently to avoid burning the plants:
- 11.1.17. Granules: granular controlled release or slow release fertilizer shall be applied at a rate of 30g per m² on the lawn every third (3rd) month (four (4) times per year).

11.2. Bedding

11.2.1. Transplanting of bedding:

- 11.2.1.1. Plants requiring transplanting shall be done so as per their season and species requirements, pertaining to groundcovers perennials and shrubs;
- 11.2.1.2. The Service Provider shall communicate with the Service Manager before transplanting any plants, including reporting on a monthly basis;



11.2.1.3. Transplanting shall be carried out to control overgrowth and bare patches where plants have died. Dead plants will need to be replaced with the same / similar species included in the maintenance cost as part of the contract.

11.2.2. Planting of bedding:

11.2.2.1. Plants provided shall be kept in good condition until such time as they are planted, after which they shall form part of the maintenance contract and cared for accordingly.

11.2.2.2. Well-composed soil must be applied in beds before planting;

11.2.2.3. Planting shall be carried out in empty beds or where it is required by the Service Manager and also types / species required;

11.2.2.4. Plant material for new areas and changing of annual plants shall not include the replacing of plants which have died due to negligence of the service provider. The Service Provider shall remedy at own expense;

11.2.2.5. Planting shall be carried out at the Service Manager's request and plants shall be to the requirements and approval of the Service Manager. Only healthy, pest and disease free plants will be accepted for planting and are to display:

11.2.2.5.1. Vigour in growth within bags;

11.2.2.5.2. Bags free of weeds and stones;

11.2.2.5.3. Specified size;

11.2.2.5.4. True to species.

11.2.2.6. All areas for planting shall be demarcated and prepared beforehand with required fertilizers and composts with holes 70% larger than planting bag

11.2.2.7. All planting shall meet the time frames specified by the Service Manager for the duration of the contract.

11.2.3. Composting

11.2.3.1. The compost shall be spread as a cover over the planting area/required area comprising of a layer 30mm, and shall not cause damage to plants.

11.2.3.2. The compost shall be dug into the soil to a depth of 250mm-300mm to mix thoroughly with the soil.

11.2.3.3. This is to be done twice yearly i.e. once every six (6) months of the duration of the contract.

11.2.4. Vegetation in bedding:

11.2.4.1. Weeds shall be removed mechanically / manually from the affected area, with no use of any harmful chemicals / herbicides on bedding areas;

11.2.5. Pruning of bedding plants:

11.2.5.1. The plants shall be pruned in accordance to season and plant species. Healthy plants are not to be cut unless otherwise instructed by the Service Manager;

11.2.5.2. The equipment used is to be in good working condition with sharp blades and sterilized so as to be free of pathogens;

11.2.5.3. Plants and perennials with vigorous growth shall be pruned to maintain good shape and encourage growth;

11.2.5.4. All refuse generated from the pruning shall be removed from site immediately after operations.

11.2.6. Irrigation of bedding plants:

11.2.6.1. The bedding areas are to be watered three (3) times a week the soil should be moist and not be drenched/ too wet, to a depth of 25mm-40mm below soil surface. During rainfall no irrigation to be done.



11.2.7. Fertilizing of bedding plants:

- 11.2.7.1. The Service Provider must ensure the area to be fertilized is watered before and after fertilizing sufficiently to avoid burning the plants;
- 11.2.7.2. Organic fertilizer (pellets) shall be applied 30g per m² for bedding plants every third (3rd) month. Pricing for fertilizers elsewhere in this document.

11.2.8. Mulching of bedding plants:

- 11.2.8.1. Mulch supplied must be bark chips 30mm-50mm for planting areas and must be free of stones, disease / virus and weeds and to the Service Manager's satisfaction;
- 11.2.8.2. The mulch shall be spread as a cover over the required area comprising of a layer 20mm, at regular intervals of twelve (12) months and watered thoroughly.
- 11.2.8.3. The Service Provider shall avoid having the mulch touch up against the stems of any plants where possible.

11.3. Tree Maintenance

- 11.3.1. Shrubs and perennials with vigorous growth shall be pruned to maintain good shape and encourage growth.

11.3.2. Quality of trees required:

- 11.3.2.1. All trees growing on the property shall be maintained by the Service Provider to display a good quality specimen and shall have the following traits:
 - 11.3.2.1.1. Single main stem growing from the ground;
 - 11.3.2.1.2. Depending on the size, the lower 25-40% shall be free of lateral branches;
 - 11.3.2.1.3. No multi stems or water shoots arising from the soil shall be accepted and are to be pruned as soon as they emerge;

11.3.3. Staking:

- 11.3.3.1. Trees shall be supported with an appropriate wooden stake(s) which shall be:
 - 11.3.3.2.1. 30mm-40mm wider than the stem girth, and tied with a rubber tie or wire strung through a hose to the approval of the Service Manager;
 - 11.3.3.2.2. Stakes are to be 10mm-15mm higher than the apex of the specimen;
 - 11.3.3.2.3. The stake shall be sturdy enough to support the tree in heavy winds and ensure the tree is positioned straight in calmer days;
 - 11.3.3.2.4. The staking shall cause no harm to the tree at any point, and the trees will be inspected once every month, although the Service Provider will remedy any stakes coming undone as soon as they appear.

11.3.4. Tree Pits / Basins:

- 11.3.4.1. Tree pits shall be maintained at 300mm around trunk/stem around the younger trees and 70mm-100mm deep, the soil around the stem shall not form a mound around stem and roots shall not be exposed unnecessarily;

- 11.3.5. Mulching of tree pits: mulch supplied must be bark chips 40mm-60mm for tree pits and must be free of stones, disease / virus and weeds and to the Service Manager's satisfaction and be applied at 12 months intervals;

11.3.6. Pruning of trees:

- 11.3.6.1. Pruning shall include trees, hedge and shrubs;



- 11.3.6.2. The Service Provider shall communicate with the Service Manager for approval as a control measure to avoid excessive pruning of plants. Pruning shall be carried out once (1) every three (3) months depending on the species;
- 11.3.6.3. All trees requiring pruning shall be done so as not to damage property and furthermore, the actual plant or specimen itself.
- 11.3.6.4. Trees growing on the property which are accessible with a pole pruner or equivalent implement, not in excess of height of 5 m and a diameter of 40 mm, shall be maintained using a pole pruner by the Service Provider to display a good quality specimen;
- 11.3.6.5. The pruned appendage shall not:
 - 11.3.5.4.1. Have jagged edges;
 - 11.3.5.4.2. Tears in the bark;
 - 11.3.5.4.3. Die back from improper pruning technique;
 - 11.3.5.4.4. Disease from improper pruning and subs standard equipment.
- 11.3.6.6. The pruned appendages shall be treated immediately with a tree sealer or an approved solution to prevent exposure of the wound to disease and virus. The solution shall be applied as per the product label;
- 11.3.6.7. Broken and dead branches shall be pruned as soon as they are noticed;
- 11.3.6.8. Hedge height shall be kept between 1.5 m to 2m;
- 11.3.6.9. Palm trees where present, are to be pruned so as to produce a "V" shaped crown and remove all the dead fronds/palm leaves as close as possible to the trunk;
- 11.3.6.10. All refuse generated from the pruning shall be removed from site immediately after operations.

11.3.7. Tree Replacement

- 11.3.7.1. In the event where trees need to be replaced due to negligence on the Service Provider's part, this shall be recorded and communicated with the Service Manager to approve the specie, condition and size of the tree to be replaced.

11.4. **Hard Surfaces Maintenance**

- 11.4.1. All hard surfaces areas and drainage channels must be swept of all debris and remain clean at all times;
- 11.4.2. Vegetation/ Weed control on hard surfaces:
 - 11.4.2.1. A non-selective herbicide shall be used to control all weeds on hard surfaces once approval has been received from Service Manager, otherwise mechanical removal shall be the only acceptable method;
- 11.4.3. Litter from hard surfaces:
 - 11.4.3.1. All loose objects (papers, plastic, glass pieces, stones, leaves droplets etc.) shall be collected and removed from site.
- 11.4.4. Refuse from hard surfaces:
 - 11.4.4.1. The service provider must remove all refuse generated from the site **within five (5) days** to a disposal site approved by the Local Authority (Municipality);
 - 11.4.4.2. Dumping is not allowed on site;
 - 11.4.4.3. Where refuse is temporarily stored on site for collection, it should be temporarily kept in a concealed place that will not be hazardous to the clients, shall not be detrimental to the environment.



11.4.4.4. **The refuse bins on site are at no point to be used for garden refuse;** gardening refuse should be collected and placed in gardening refuse bags.

11.5. **Pest Control on Plants**

11.5.1. Vegetation: weeds shall be removed mechanically from the affected areas without use of herbicides.

11.5.2. Pest control services must be carried by an accredited Pest Control Agent;

11.5.3. The Service Provider **must cost** and appoint a pest control agent / sub-contract services for pest control if not accredited for pest control;

11.5.4. The Service Provider must provide the registration details of the pest control officer / agent for confirmation and approval by the Service Manager before carrying out the service;

11.5.5. Pest Control must be in terms of "The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947), which includes, but is not limited to Pesticides, Herbicides and Fungicides;

11.5.6. Pest control services shall be excluded from monthly invoices and shall be paid on a quotation to be approved by the Service Manager, based on a comprehensive pest control plan, which must be supported by the identified pest, chemicals to be utilised, risk management, handling and disposal, supplier's purchase invoice / sub-contractor's detailed invoice;

11.5.7. All the chemicals to be used for pest control must be SABS approved;

11.5.8. Fungal / Viral:

11.5.8.1. The Service Provider shall inspect all plants and lawn regularly for any signs of a pests;

11.5.8.2. The Service Provider must promptly (on the same day) inform the Service Manager on notification of any type of pest on the plants. An approval on the suitable method to control the pest will be provided, based on the pest control plan;

11.5.8.3. The Service Provider must cost the provisional amount for pest control in the pricing schedule as follows:

11.5.8.4. Pest Control Service.....(Provisional) **[To Pricing Schedule]**

11.6. **Verge Maintenance**

11.6.1. Vegetation: weeds shall be removed mechanically from the affected areas;

11.6.2. The verge, sometimes referred to as the municipality territory up to the roadway shall form part of this Service;

11.6.3. The verge to be maintained shall be defined by a distance of two (2) metres outside the fence / perimeter of the enclosed grounds;

11.6.4. The quoted price for maintenance of the internal grounds shall include the maintenance of the verge and the verge shall be maintained in accordance with the type of surface on site;

11.6.5. Additional costs for maintenance of the verge are not applicable under this contract.

6. **GARDEN MATERIAL AND CONSUMABLES**

12.1. **Compost Material**

12.1.1. Service provider must **cost and supply approved Compost** at intervals required by the Service Manager and the compost must be free of stones, disease / virus, weeds and odours regarded as noxious or posing nuisance. A sample of compost must be provided for approval by the Service Manager prior to delivery to site:



12.1.2. Compost.....(m³) [To Pricing Schedule]

12.2. Fertilizer Material

12.2.1. Service provider must **cost and supply approved slow release / organic fertilizer** at intervals required by the Service Manager. A sample of fertilizer must be provided for approval by the Service Manager prior to delivery to site:

12.2.2. Fertilizer.....(kg) [To Pricing Schedule]

12.3. Mulch Material

12.3.1. Service Provider must **cost and supply approved mulch** of bark chips 40mm–60mm for tree pits and 30mm–50mm for planting areas and must be free of stones, disease/virus and weeds. A sample of mulch must be provided for approval by the Service Manager prior to delivery to site:

12.3.2. Mulch.....(m³) [To Pricing Schedule]

12.4. Top Dressing / Lawn Dressing

12.4.1. Service Provider must **cost and supply approved top dressing medium** of a mixture of compost and fine river sand, free of stones and weeds. A sample of top dressing must be provided for approval by the Service Manager prior to delivery to site:

12.4.2. Top Dressing..... (m³) [To Pricing Schedule]

12.5. Plants

12.5.1. Service Provider must provisionally **cost and supply approved specified size plants** of a good condition, displaying vigour in growth within bags, free of pests and diseases, in bags free of weeds and stones, true to species.

12.5.2. The quality, quantity of plants and sample must be provided for approval by the Service Manager as per the list(**to be made available to service provider during the term of contract as per site requirements**), prior to delivery to site:

12.5.3. Plants..... (Provisional) [To Pricing Schedule]

12.6. Consumable Material

12.6.1. Service Provider must cost and supply all consumable items (including plastic refuse bags, hand soap, toilet paper, etc.) that are necessary for the provision of an effective service on site as follows:

12.6.2. Consumables.....(Month) [To Pricing Schedule]

7. OCCUPATIONAL HEALTH AND SAFETY

The Service Provider **must cost and comply with all the aspects of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)** including the safety file and additionally perform medical surveillance of employees, provide suitable Personal Protective Equipment (PPE) and Signage as follows:



13.1. Medical Surveillance and Certificates

The Service Provider **must allow costs for and perform base medical examinations** and obtain medical certificates of all employees prior to their employment, during employment and at the exit of employment. The Service Provider must ensure protection of workers by identifying all risks associated with the maintenance of grounds, eliminating or minimising such risks through proper medical, legislative and engineering measures;

13.1.1. Medical examinations.....(Sum) **[To Pricing Schedule]**

13.2. Personal Protective Equipment (PPE)

The Service Provider **must cost and provide PPE for the employees** made of a durable, safe design and suitable for Horticultural maintenance, comfortable when worn under the working conditions and fit snugly to not interfere with the movements of the groundsman as follows:

13.2.1. Personal Protective Equipment.....(Sum) **[To Pricing Schedule]**

The PPE shall comprise of a set allocated per employee as follows:

- 13.2.1.1. Minimum 2 x continental suits per year with company and EPWP logo
- 13.2.1.2. Gloves (for all work)
- 13.2.1.3. Rain coat
- 13.2.1.4. Safety shoes (steel toe)
- 13.2.1.5. Shin pads
- 13.2.1.6. Protective ear muffs
- 13.2.1.7. Visor (facial protection)

13.3. Signage

The Service Provider **must cost and supply neat warning signs** of a size and design to be easily recognisable to the general public. The signs must be used wherever work is in progress, more especially hazardous work to alert all persons using the facility and surrounds.

The warning signs are to be made in English and another local language, and shall be used for the term of the contract as follows:

13.3.1. Warning signage.....(No) **[To Pricing Schedule]**

13.4. Hazardous Chemicals and Tasks

13.4.1. The Service Provider shall not store or use poisons, flammable chemicals and materials on the property without the written consent of the department.

13.4.2. In the event that some tasks are deemed hazardous to the wellbeing of occupants as well as visitors to facility; such tasks will be avoided until the risk can be averted. Measures used to mitigate risk shall not pose further financial implication to the department.

8. EQUIPMENT FOR HORTICULTURAL MAINTENANCE

14.1. Machinery for mowing / cutting

The Service Provider **must cost, provide and maintain machinery** inclusive of running costs (fuel) of equipment for the mowing / cutting of lawn / grass and trimming comprising of, but not limited to rotary lawn mower(s), brush cutter(s), trimmer(s) and blowers at the standard required by the department as follows:

14.1.1. Machinery.....(Sum) **[To Pricing Schedule]**



14.2. Tools

The Service Provider **must cost, provide and maintain tools** for the effective and efficient maintenance of the grounds at the required standard wherein the department has the right to accept or reject any of the items as follows:

14.2.1. Tools.....(Sum) [To Pricing Schedule]

The equipment and tools utilised for any part of the service shall be in compliance with the Occupational Health and safety Act (Act 85 of 1993) and shall be **allocated per site** as follows:

- 14.2.1.1. Bow saw(s)
- 14.2.1.2. Broom(s)
- 14.2.1.3. Garden fork(s)
- 14.2.1.4. Hose pipe(s) (suitable length)
- 14.2.1.5. Lopper(s)
- 14.2.1.6. Nozzle sprayer(s)
- 14.2.1.7. Pick-axe(s)
- 14.2.1.8. Planters spade(s)
- 14.2.1.9. Pole pruner(s)
- 14.2.1.10. Secateurs(s)
- 14.2.1.11. Spray can(s)
- 14.2.1.12. Sprinkler head(s)
- 14.2.1.13. Steel rake and fan rake(s)
- 14.2.1.14. Tap & hose connectors(s)
- 14.2.1.15. Watering can(s)
- 14.2.1.16. Wheel-barrow(s)

- 14.2.1. The department can where possible provide storage space for storage of equipment free of charge to the Service Provider;
- 14.2.2. Should there be an unavailability of space, then the Service Provider will be required to remove their equipment from the site;
- 14.2.3. The department has the right to inspect the allocated space and upon discretion cancel the arrangement.

14.3. Power and water supply

- 14.3.1. Electricity shall NOT be provided to the Service Provider for the operation of equipment;
- 14.3.2. The department shall as available at existing points supply water for operational purposes to the Service Provider free of charge;
- 14.3.3. The Service Provider is to consult with the local municipality to establish the status of water restrictions and in the event that restrictions are in place they are to convey the information to the Service Manager within two (2) days;
- 14.3.4. In the event of water restrictions, the Service Provider may upon own discretion make its own arrangements in supplying water without the right of recourse against the department.

9. TRANSPORT

The Service Provider **must cost and provide suitable transport for conveying employees** to site, travelling for contract management / supervision, delivery of material to site and carting away garden refuse to an approved site as follows:

15.1. Transport for personnel

The Service Provider must employ local personnel to reduce transport costs and **must allow costs for conveying employees to site** to perform garden maintenance and make provision for attending



monthly site visits and meetings with the Service Manager and for contract management / supervision throughout the duration of the contract as follows;

15.1.1. Personnel Transport.....(Km) [To Pricing Schedule]

15.2. Transport for material & cartage

The Service Provider **must cost and provide suitable transport for material** comprising of delivery of garden material to site including, but not limited to new plants, compost, fertilizer, mulch, top-dressing, consumables, etc. and carting away / collection of garden refuse a minimum four (4) times a month to an approved site as follows:

15.2.1. Material Cartage / Transport.(Sum) [To Pricing Schedule]

15.2.2. Disposal Transport.....(Sum) [To Pricing Schedule]

Refuse management must be adhered to as follows:

- 15.2.1.1. The Service Provider must collect and remove all refuse (includes all foreign objects such as paper, plastic, glass, stones, leaves) site on a weekly basis;
- 15.2.1.2. Refuse unattended beyond the stipulated timeframe, not in bags and not in the allocated refuse area shall be regarded as dumping;
- 15.2.1.3. All costs of refuse disposal at an approved municipal dump site must be included in the quoted price;
- 15.2.1.4. Where refuse is stored on site for collection, it shall be out of site and not cause any nuisance;
- 15.2.1.5. The Service Provider must communicate with the Service Manager regarding an area for allocation for refuse storage;
- 15.2.1.6. **The refuse bins on site are at no point to be used for garden refuse unless provided by the service provider;**

10. CESSION AND DELEGATION OF CONTRACT

- 16.1. The Department of Public Works and Infrastructure (DPWI) is in the process of devolving the Horticultural / Garden Services functions to the Department of Justice and Constitutional Development (DOJ&CD);
- 16.2. This contract has been identified as one of the Services to be devolved by DPWI to DOJ&CD through cession;
- 16.3. The DPWI shall cede, assign, or transfer any of its rights and / or obligations in terms of this Agreement (whether in part or in whole) or delegate any of its obligations in terms of this Agreement to DOJ&CD;
- 16.4. Wherein the DOJ&CD shall accept the cession and assume such obligations;
- 16.5. **By signing this Agreement and delivering this service, the DPWI appointed Service Provider consents to such cession and delegation;**
- 16.6. All the parties (DPWI, DOJ&CD and Service Provider) undertake to co-operate in good faith with the other parties to give practical effect to the cession and delegation of this contract;
- 16.7. The cession and delegation of this contract shall take effect from the effective date to be agreed by all the parties;



- 16.8.** Notwithstanding the Agreement Date, with effect from the Effective Date the Cedent (DPWI) hereby cedes, transfers and makes over, as an out and out cession, the Ceded Rights and assign the Assigned Obligations unto and in favour of the Cessionary (DOJ&CD), who accepts such as an out and out cession with effect from the Effective Date.



11. PRICING GUIDELINE

17.1. The Groundsman salary pricing guideline

17.1.1. Rate = Monthly Salary Cost per Groundsman (Item 10.3.1)

17.1.2. Amount = No. of Groundsman x Months x Rate = 3 x 12 x R15 000 = **R180 000**

Item No.	Brought Forward			Quantity	Rate	Amount	
					R	Not priced	
	10. MAINTENANCE PERSONNEL						
5	10.3.1.	Groundsman salary	No. 3	Month	12	5 000.00	180 000.00

17.2. Annual escalation and contract amount pricing guideline

17.2.1. A maintenance service contract is an annual contract repeated over the number of years for the duration of the contract. E.g.;

17.2.2. The Service Provider must provide an escalation rate to ensure the price increase as a result of inflation does not affect the ability of the Service Provider to make profit and perform in terms of the contract;

17.2.3. A 24 month contract = 1 year contract x 2, i.e. = 12 x 2 = 24 months. Similarly,

17.2.4. A 36 month contract = 1 year contract x 3; i.e. = 12 x 3 = 36 months.

17.2.5. Say the Service Provider has provided an escalation rate of 3% and the year 1 total is **R100'000**;

17.2.5.1. Year 2 = Year 1 amount + escalation rate

17.2.5.2. Year 2 = R100'000 + 3% = **R103 000**. i.e. **R100 000 x (1 + (3/100)) = R100 00 x 1.03**

17.2.5.3. The Bid Offer for the 24 month is therefore = Year 1 + Year 2 (escalated) = R100' 000 + R103 000 = **R203 000**.

17.3. Renewal of contract pricing guideline

17.2.1. If the contract is renewed for a further 12 months, the Year 2 amount will be escalated as follows: Year 3 = R103 000 +3% i.e. R103 000 x (1+(3/100)) = R103 000 x 1.03 = R106 090.

17.2.2. The contract amount for Year 3 = R100 000 + R103 000 + R106 090 = R309 090.



DEMONSTRATION & CALCULATION OF GROUNDSMAN SALARIES

Table 2: Demonstration and Calculation of Groundsman Salaries

Item	Description	Departmental Guide	Bidder's Offer (Rate)
T.2.1.	Basic Salary	hourly rate x 8 hours per day x 5 days per week x 4,33 weeks per month	Rate per hour R...../hour
T.2.2.	Annual leave provision (Pro rata per month) based on minimum determined days per year.	15 days per year ÷ 12 months x hourly rate x 8 hours per day	R...../ month
T.2.3.	Sick leave (Pro rata per month) based on minimum determined days per year.	10 days per year ÷ 12 months x hourly rate x 8 hours per day	R...../ month
T.2.4.	Family responsibility leave (Pro rata per month) based on minimum determined days per year.	3 days per year ÷ 12 months x hourly rate x 8 hours per day	R...../ month
T.2.5.	Unemployment Insurance Fund (UIF) (1% contribution by employer, 1% contribution by employee)	2% of basic monthly salary	R...../ month
T.2.6.	Workman's Compensation (COIDA) (Class J: Sub-class 0501 Tariffs of Assessment)	2.65% of basic monthly salary	R...../ month
T.2.7.	Skills Development Levy	1% of basic monthly salary	R...../ month
T.2.8.	Bonus (Payment of bonus by is subject to good / excellent performance by the Service Provider)	Annual bonus ÷ 12 months	R...../ month
T.2.9.	Monthly salary cost per groundsman carried to Schedule No. 2 of Pricing Schedule: Labour – Groundsman (10.3.1)		R...../ month
	(T.2.9. = T.2.1.+T.2.2.+T.2.3.+T.2.4.+T.2.5.+T.2.6+T.2.7+T2.8)		R...../ month



12. PRICING SCHEDULE

Bid no: PEH 01/2023

Bid/ Project Description: MDANTSANE & ZWELITSHA MAGISTRATE OFFICES: PROVISION OF HORTICULTURAL MAINTENANCE FOR A PERIOD OF TWENTY FOUR (24) MONTHS MAGISTRATE OFFICE

Item No.		Quantity	Rate	Amount
	<p><u>GENERAL</u></p> <p><u>NOTES:</u></p> <p>(I) The agreement is to be the Facilities Management Conditions of Contract (DPW) SEPT. 2005 VERSION 1</p> <p>(II) Pursuant to this contract, the rates shall be subject to an annual escalation cap limited to five percent (5%) per annum, the base rate being the date of an award of tender.</p> <p>(iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.</p> <p>(iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.</p> <p>(v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").</p> <p>(vi) Grouping of items necessitating the completion of works is allocated per type of service to be executed.</p> <p>(vii) The Service Provider is expected to familiarise themselves with the site and condition of the respective SITE to accurately estimate the resources required for the successful Horticultural Maintenance Services</p>			
	Carried Forward		R	



Item No.		Quantity	Rate	Amount
	Brought Forward		R	Not priced
	<u>SCHEDULE NO. 1: CONTRACT MANAGEMENT, MATERIAL AND MAINTENANCE</u>			
	9. SERVICE PROVIDER'S RESPONSIBILITIES			
1	9.1.1. Management / Supervision of Services	Month	12	
2	9.1.2. Administration of Contract	Month	12	
3	9.3.4. Insurance cover for all risks	Month	12	
	11.5. VEGETATION/WEED CONTROL ON PLANTS			
4	11.5.8.4. Pest Control Service	Prov	1 130 000,00	130 000,00
	12. GARDEN MATERIAL & CONSUMABLES			
5	12.1.2. Compost	m3	54	
6	12.2.2. Fertilizer	Kg	1056	
7	12.3.2. Mulch	m3	36	
8	12.4.2. Top Dressing	m3	70	
9	12.5.3. Plants	Prov	1 10 000,00	10 000,00
10	12.6.2. Consumables	Month	12	
	13. OCCUPATIONAL HEALTH AND SAFETY			
11	13.1.1. Medical examinations	Sum	1	
12	13.2.1. Personal Protective Equipment	Sum	1	
13	13.3.1. Warning signage	No.	4	
	Carried Forward		R	
	MDANTSANE & ZWELITSHA SCHEDULE NO. 1: CONTRACT MANAGEMENT, MATERIAL AND MAINTENANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT: HORTICULTURAL SERVICES			



Item No.		Quantity	Rate	Amount
	Brought Forward		R	
	14. EQUIPMENT FOR MAINTENANCE			
14	14.1.1. Machinery Sum	1		
15	14.2.1. Equipment and tools Sum	1		
	15. TRANSPORT			
16	15.1.1. Personnel Transport Km <input type="text"/> Month	12		
17	15.2.1. Material Cartage / Transport Km <input type="text"/> Sum	1		
18	15.2.2. Disposal Transport Km <input type="text"/> Month	12		
	First. 12 Months Total Excluding Labour Carried to Summary		R	
MDANTSANE & ZWELITSHA SCHEDULE NO. 1: CONTRACT MANAGEMENT, MATERIAL AND MAINTENANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT: HORTICULTURAL SERVICES				



Item No.					Quantity	Rate	Amount
	SCHEDULE NO. 2: LABOUR - GROUNDSMAN						
	10. MAINTENANCE PERSONNEL						
19	10.3.1. Groundsman salary	No.	11	Month	12		
Carried Forward to Summary Page							R
MDANTSANE & ZWELITSHA SCHEDULE NO. 2: LABOUR - GROUNDSMAN DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT: HORTICULTURAL SERVICES							



Item No.	FINAL SUMMARY	Page No		Amount
	SCHEDULE: YEAR 1			
20	SCHEDULE NO. 1: CONTRACT MANAGEMENT, MATERIAL AND MAINTENANCE	3	R	
21	SCHEDULE NO. 2: LABOUR - GROUNDSMAN	4	R	
22	YEAR 1: TOTAL (20+21)		R	
	SCHEDULE: YEAR 2			
23	SCHEDULE NO. 1: CONTRACT MANAGEMENT, MATERIAL AND MAINTENANCE (Carried over from year 1 item 20)	3	R	
24	5.7.1. ANNUAL ESCALATION NOT EXCEEDING 5% _____ %		R	
25	YEAR 2: SUB-TOTAL EXCL. LABOUR (23+24)		R	
26	YEAR 2: LABOUR GROUNDSMAN (To be adjusted in terms of Sectoral determination as outlined under terms of reference: Use Year 1 Labour for tender purposes)		R	
27	YEAR 2: SUB-TOTAL INCL. LABOUR (25+26)		R	
28	CONTRACT SUB-TOTAL EXCL. PROFIT (22+27)		R	
29	PROFIT _____		R	
	SUB-TOTAL INCLUSIVE OF PROFIT (28+29)		R	
	VAT@ _____		R	
	Total Carried to Form of Offer		R	
	MDANTSANE & ZWELITSHA FINAL SUMMARY DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT: HORTICULTURAL SERVICES			