

# public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**TENDER NO: PT23/005** 

# **DESCRIPTION OF TENDER:**

36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate

This is an Extended Public Works Program (EPWP) opportunity tender.

Compulsory site briefing meeting to be held with the prospective bidders on 10/07/2023 at 10h00. Bryntirion estates house no.09.prospective bidders are urged to bring along identity document to gain access to the venue.

Representative: Mr L. Nel

Office hours Tel: (012) 342 1815

Cell: 082 908 1244

SITE Bryntirion Estate



# **PA 32: INVITATION TO BID PART A**

YOU ARE HERE	BY INVITED TO BID FOR	REQUIREMENT			OF PUBLIC WORKS A	
BID NUMBER:	PT23/005	CLOSING		07/2023	CLOSING TI	
	A 36 MONTHS	TERM CO	ONTRACT	FOR T	HE SUPPLY O	F HORTICULTURAL
	MATERIALS, GAI	RDEN MAINTENANCE, POT PLANT MAINTENANCE, GARDEN				
	FEATURES 1	MAINTENA	MAINTENANCE, GARDEN UPGRADES, INSTALLATION OF GATION MAINTENANCE AND FIREBREAK MAINTENANCE ON			
	IRRIGATION, IRR	IGATION I	MAINTENA	ANCE A	ND FIREBREAK	MAINTENANCE ON
	BRYNTIRION ES	STATES.CO	MPULSOR	Y SITE	BRIEFING MEI	ETING TO BE HELD
						RYNTIRION ESTATES
						IG ALONG IDENTITY
DESCRIPTION		GAIN ACCESS TO THE VENUE.  QUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).				
				A WRITTEN	CONTRACT FORM (L	DPW04.1 GS of DPW04.2 GS).
	DOCUMENTS MAY BE AT (STREET ADDRESS)	DEPOSITED IN	I IHE RID			
BOX SITUATED	AT STREET ADDRESS)					
OR POSTED TO	1					
OKTOOTED TO	1					
SUPPLIER INFO	RMATION					
NAME OF BIDDE	IAME OF BIDDER					
POSTAL ADDRE	OSTAL ADDRESS					
STREET ADDRE	SS					
TELEPHONE NU	JMBER	CODE			NUMBER	
CELLPHONE NU	JMBER					
FACSIMILE NUM	1BER	CODE			NUMBER	
E-MAIL ADDRES	SS					
VAT REGISTRAT	TION NUMBER					
		TCS PIN:		OR	CSD No:	
SIGNATURE OF				DATE		
	ER WHICH THIS BID IS					
SIGNED (Attach sign this bid; e.	proof of authority to					
directors, etc.)	y, resolution of					
					All	
				TOTA	AL BID PRICE (1ALL	

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:		
	PUBLIC WORKS AND			
DEPARTMENT/ PUBLIC ENTITY	INFRASTRUCTURE	CONTACT PERSON	Mr. Matantele Raphesu	
CONTACT PERSON	Mr. Louis Nel	TELEPHONE NUMBER	012 310 5161	
TELEPHONE NUMBER	082 908 1244	FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Matantele.raphesu@dpw.gov.za	
E-MAIL ADDRESS	Louis.nel@dpw.gov.za			

# PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	

PA-32: Invitation to Bid

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

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
IF TH	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND	☐ YES ☐ NO A TAX COMPLIANCE STATUS / DIF NOT REGISTER AS PER 2.3
ABO		

# NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

### Note Well:

NUMBER MUST BE PROVIDED.

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.

<sup>&</sup>lt;sup>1</sup> All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



DPW-07 (FM): Form of Offer and Acceptance

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

Tender no: PT23/005

### **OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

A 36 months term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance and firebreak maintenance on Bryntirion estates.

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

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

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

Rand (in words):			
Rand in figures:	R		
for acceptance as a firm and for This offer may be accepted returning one copy of this whereupon the Tenderer the contract data.	inal offer.  ed by the Employer by signin document to the Tenderer becomes the party named as	g the efore s the S	ferred tender(s). The negotiated and agreed price will be considered acceptance part of this form of offer and acceptance and the end of the period of validity stated in the tender data Service Provider in the conditions of contract identified in
THIS OFFER IS MADE B Company or Close Corpora		. ENTI	TY: (cross out block which is not applicable)  Natural Person or Partnership:
And: Whose Registration N	umber is:		Whose Identity Number(s) is/are:
And: Whose Income Tax Ro	eference Number is:	OR	Whose Income Tax Reference Number is/are:
CSD supplier number:			CSD supplier number:
	AND WHO	O IS (if	applicable):
Trading under the name an	·		
		ID WH	
Represented herein, and w	ho is duly authorised to do so, by	<b>/</b> :	Note:
Mr/Mrs/Ms:			A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this
In his/her capacity as:			Offer, authorising the Representative to make this offer.

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".

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For Internal & External Use

Effective date April 2017

Version: 1.4



SIGNED FOR THE TENDERER:			
Name of representative	Signature		Date
Tender no:	O I g I I I I I I		
WITNESSED BY:			
N 5 %	Cianatura		Date
Name of witness	Signature		Date
This Offer is in respect of: (Please indicate with The official documents		(N.B.: Separate	e Offer and Acceptance forms npleted for the main and for the offer)
SECURITY OFFERED:			
The Service Provider will provide one of the following	ng forms of security:		
(1) Cash deposit of 2.5% of the Contract Sum	(excl. VAT)		Yes ☐ No ☐
(2) Variable guarantee of 2.5% of the Contract	Sum (excl. VAT) (DPW-10.5: F	M)	Yes ☐ No ☐
(3) Retention of 2.5% of the Contract Sum (ex	ccl. VAT)		Yes 🗌 No 🗌
(4) 1.25% cash deposit and 1.25% retention of	f the Contract Sum (excl. VAT)		Yes ☐ No ☐
NB. Guarantees submitted must be issued by either Act, 1998 (Act 35 of 1998) or by a bank duly register to above. No alterations or amendments of the word	ered in terms of the Banks Act,	1990 (Act 94 of	ms of the Short-Term Insurance 1990) on the pro-forma referred
The Tenderer elects as its domicilium citandi notices may be served, as (physical address):	et executandi in the Republ	ic of South Af	rica, where any and all legal
Other Contact Details of the Tenderer are:	6 II I BI N		
Telephone No	Cellular Phone No		
Fax No			
Postal address			
Banker			
Bank Account No.			
Registration No of Tenderer at Department of L	_abour		
ACCEPTANCE			

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

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".



DPW-07 (FM): Form of Offer and Acceptance

between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

### Tender no:

### The terms of the contract, are contained in:

Part 1 Agreements and contract data, (which includes this agreement)

Part 2 Pricing data

Part 3 Scope of work.

Part 4 Site information

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

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

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

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

For the Employer:			
Name of sign	atory	Signature	Date
Name of Organisation:	Department of P	ublic Works	
Address of Organisation:			
WITNESSED BY:			
Name of with	ness	Signature	Date



Ta	-	lar	-	^
10		ler	п	n.

# Schedule of Deviations

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

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

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

Notice and Invitation to Bid: PA-04 (GS)

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF A 36 months term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance and firebreak maintenance on Bryntirion estates.

A 36 months term contract for the supply of horticultural materials, garder
maintenance, pot plant maintenance, garden features maintenance, garder upgrades, installation of irrigation, irrigation maintenance and firebreal maintenance on Bryntirion estates. Compulsory site briefing meeting to be held with the prospective bidders on 10/07/2023 at 10h00. Bryntirion estates house no.09.prospective bidders are urged to bring along identity document to gair access to the venue.

Bid no:	PT23/005		
Advertising date:	23/06/2023	Closing date:	26/07/2023
Closing time:	11H00	Validity period:	60 days

### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder <u>shall</u> result in the tender offer being disqualified from further consideration:

1	$\boxtimes$	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2		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	$\boxtimes$	All parts of tender documents submitted must be fully completed in ink and signed where required
4		Use of correction fluid is prohibited.
5	$\boxtimes$	Submission of PA-32: Invitation to Bid
6		Submission of record of attending compulsory virtual bid clarification / site inspection meeting. Site inspection is required to familiarize the contractors with the scale of the work on Bryntirion Estate
7	$\boxtimes$	Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the Invitation to bid form.
8	$\boxtimes$	It is estimated that tenderers must have a CIDB contractors grading designation of 8SH or higher.
19	$\boxtimes$	The bidder should submit with the tender, proof that they have an active CIDB grading designation of 8SH or Higher at the closing of the tender.
10	$\boxtimes$	In case of a JV, the bidder must submit a consolidated CIDB of 8SH or higher.
11	$\boxtimes$	The bidder must submit a BBBEE sworn affidavit attested, by the Commissioner of oath, or original or originally certified BBBEE certificate. Certification must not be older than six months at the closing of the tender.
12	$\boxtimes$	In case of a JV the bidder must submit a consolidated BBBEE certificate, either original or originally certified. Certification must not be older than six months at the close of the tender.
13		Submission of DPW 09 (GS)
14		The tenderer will be required to submit his fully priced Pricing data (Bills of Quantity) to be administratively responsive.
15	$\boxtimes$	Submission of DPW 07 Form of offer and acceptance



### 2.2 Administrative responsiveness criteria

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	$\boxtimes$	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	$\boxtimes$	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	$\boxtimes$	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
4	$\boxtimes$	Submission of (PA-09): List of Returnable document
5	$\boxtimes$	Submission of (PA-11): Bidder's disclosure.
6	$\boxtimes$	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
7		Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
8		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.

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

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	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from loca chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women.	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)

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".

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Notice and Invitation to Bid: PA-04 (GS)

5.	An EME or QSE which is at	2	ID Copy	
	least 51% owned by youth.		or	
			CSD Report	
			Or	
			CIPC	
			,	

# 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
1.	An EME or QSE which is at least 51% owned by black people.	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report or CIPC

 $\boxtimes$ 

REPUBLIC OF SOUTH AFRICA

Notice and Invitation to Bid: PA-04 (GS)

For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable) taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people.	4	ID Copy. or SANAS Accredited BBBEE Certificate, Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area.	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	2	ID Copy or CSD Report or CIPC (Company Registrations)
4. 🛚	An EME or QSE which is at least 51% owned by people with disability.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
	OR		
5. 🗆	An EME or QSE which is at least 51% owned by youth.		ID Copy or CSD Report Or CIPC
	NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)		3 J



Notice and Invitation to Bid: PA-04 (GS)

□ 80/20 Preference points Scoring System □ Either 80/20 or 90/10 Preference points Scoring System □ Scoring

4. The following evaluation method for responsive bids will be applicable: (Where functionality is applicable, it will be applied as a pre-qualification)



### 1. Company Experience on projects completed

Demonstrated experience for tendering entity with respect to Horticultural Projects/Services

Bidder/s must provide copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum combined value of R 30 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects environment.

\*Note: To claim on sub contracted work, the original main contract with the subcontracted contract must be submitted, noting the percentage of subcontracted work and the total amount subcontracted for.

- 1.1) Five copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum combined value of R 30 million or higher individual references and above to be indicated in detail on DPW-09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects environment. = 5 Points
- 1.2) Four copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum combined value of R 30 million or higher individual references and above to be indicated in detail on DPW-09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects environment. = 4 Points
- 1.3) Three copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum combined value of R 30 million or higher individual references and above to be indicated in detail on DPW-09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects environment. = 3 Points
- 1.4) Two copies of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum combined value of R 30 million or higher individual references and above to be indicated in detail on DPW-09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects environment. = 2 Points
- 1.5) One copy of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum combinedvalue of R 30 million or higher individual references and above to be indicated in detail on DPW-09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects environment. = 1 Point
- 1.6) Nil copy of appointment letters or official order with corresponding completion certificate on the client's letterhead stating the amount the service was rendered for on completed projects. For the minimum combined value of R 30 million or higher individual references and above to be indicated in detail on DPW- 09 (GS) form on similar horticulture related work or sub contracted work on Horticultural Projects environment. = 0 Points

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### 2. Human resources - Key staff (assigned personnel)

Key staff in relation to the scope of Horticultural Projects or Services. Submitted documentation must be clearly marked.

Attach the following documentation for each key staff member: CV's with original certified copies of valid accreditations, the certification not to be older than six months at the closing of the tender.

The key personnel should be employed by the company, if not, an undertaking should be attached from the person that he/she will be involved for the duration of the project and to be assigned permanently to this project on a full time basis.

The minimum required Key staff with relevant documentation attached:

One Key staff member will occupy one post as per specification.

- One (1) Project Manager with 3 to 5 year relevant experience in horticulture related projects
- Four (4) Horticulturists with a minimum National Diploma in Horticulture or Higher
- Twenty (20) Supervisors with Certificate in Horticulture or 5 year relevant experience
- Four (4) Pest control Officer with a valid active Department of Agriculture Pest control certificate
- One (1) Safety Officer with minimum one year experience registered with and having a valid certificate from SACPCMP
- Three (3) Drivers with a minimum valid Code EB driver's license and PDP.
- Fifty (50) Trained machine operators.
- Two (2) Irrigation specialist.
- Two (2) Swimming pool maintenance specialist
- One (1) Greens keeper
- One (1) Mechanic
- Three (3) Administrative personnel
- Two (2) Storeman

All key staff must have:

- 2.1) Attach the following documentation for each key staff member: CV's with original certified copies of valid accreditations, the certification not to be older than six months at the closing of the tender, for all key staff in relation to the Horticultural Scope of work = 5 Points
- 2.2) Non submission of any or all the above stated requirements. =0 Points
- 3. Project specific organogram

A company should submit a project specific organogram which reflect the names and positions of key personnel to be assigned to this project with their relevant experience in Horticulture services in relation to the Horticultural Scope of work of this project.

3.1) A company should submit a project specific organogram which reflect the names and positions of key personnel to be assigned to this project with their relevant experience in Horticulture services in relation to the Horticultural Scope of work of this project. = 5 Points

3.2) Non submission of any or all the above stated requirements. =0 Points

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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". Page 7 of 9

Notice and Invitation to Bid: PA-04 (GS)

Total	100 Points
4.2) Non submission with any or all the activities will be a zero score. = 0 Points	
4.1) Project specific execution plan of Horticulture Scope of work for the duration of the contract period of 36-months, per month, with realistic timeframes, key tasks, distribution of resources, clear completion dates and project duration of 36-months.= 5 Points	
Bidders to submit a project specific execution plan in a spreadsheet format, of Horticulture Scope of work, for the duration of the contract period of 36-months, per month, with realistic timeframes, key tasks, distribution of resources, clear completion dates and project duration of 36-months.	20
4. Project execution plan	

minimum functionality score to qualify for further evaluation:	Minimum functionality score to qualify for further evaluation:	50
--	--	----

### 6. COLLECTION OF BID DOCUMENTS:

$\boxtimes$	Bid documents are available for free download on e-Tender port	al
	ww.etenders.gov.za	

- Alternatively; Bid documents may be collected during working hours at the following address 251 Nana Sita Street, AVN Building, Department of public works and infrastructure, Pretoria. A non-refundable bid deposit of R 1000.00 is payable, (Cash only) is required on collection of the bid documents.
- A compulsory pre bid meeting with representatives of the Department of Public Works will take place at *House no.09* on *10/07/2023* starting at *10H00*. Venue: *Bryntirion Estates*. Prospective bidders are urged to bring along identity document to gain access to the venue.

### 7. ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	Mr. Matantele Raphesu	Telephone no:	012 310 5161
Cell no:	083 675 9662	Fax no:	n/a
E-mail:	Matantele.raphesu@dpw	.gov.za	M.

### 8. DEPOSIT / RETURN OF BID DOCUMENTS:

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

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

All tenders must be submitted on the official forms -



Notice and Invitation to Bid: PA-04 (GS)

**BID DOCUMENTS MAY BE POSTED TO:** 

THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS

PRIVATE BAG X 229

**PRETORIA** 

0002

ATTENTION:

PROCUREMENT SECTION: ROOM G03

POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT

DEPOSITED IN THE TENDER BOX AT:

251 NANA SITA STREET

**AVN BUILDING** 

NANA SITA STREET

**ROOM G03** 

9. COMPILED BY:

Mr. Louis Nel	lab	ASD: Hoer	23/6/23
Name of Project Leader	Signature	Capacity	Date

OR



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

Project title:	A 36 months term features maintena Bryntirion estates.	contract for nce, garden	the supply of horticultural materials, garden maintenance, pot plant maintenance, garden upgrades, installation of irrigation, irrigation maintenance and firebreak maintenance on	ice, pot plant maintenance, garden nce and firebreak maintenance on
ender / quotation no:		PT23/005	Closing date:	26/07/2023
Advertising date:		23/10/2023	Validity period:	60 days

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

1.1. Current projects

		Name of Employer			Contractual	Contractual	Current	
Projects currently engaged in	jaged in	or Representative of Employer	Contact tel. no.	Contract sum	commence- ment date	completion	percentage	



Tender no: PT23/005

1.2. Completed projects

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 Internal & External Use

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Date

Signature

Name of Tenderer



# PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	maintenance, pot plant i	maintenance, garden featu f irrigation, irrigation ma	cultural materials, garden res maintenance, garden intenance and firebreak
Project Leader:	Mr. Louis Nel	Bid / Quote no:	PT23/005

### 1. THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:

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

Bid Document Name:	Number of Pages:	Returnable document:
Submission of PA-32: Invitation to Bid	Pages	
Submission of record of attending compulsory virtual bid clarification / site inspection meeting. Site inspection is required to familiarize the contractors with the scale of the work on Bryntirion Estate	Pages	
Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the Invitation to bid form.	Pages	
It is estimated that tenderers must have a CIDB contractors grading designation of 8SH or higher.	Pages	
The bidder should submit with the tender, proof that they have an active CIDB grading designation of 8SH or Higher at the closing of the tender:	Pages	
In case of a JV, the bidder must submit a consolidated CIDB of 8SH or higher.	Pages	
The bidder must submit a BBBEE sworn affidavit attested, by the Commissioner of oath, or original or originally certified BBBEE certificate. Certification must not be older than six months at the closing of the tender.	Pages	
In case of a JV the bidder must submit a consolidated BBBEE certificate, either original or originally certified. Certification must not be older than six months at the close of the tender.	Pages	
Submission of DPW 09 (GS)	Pages	
The tenderer will be required to submit his fully priced Pricing data (Bills of Quantity) to be administratively responsive.	Pages	
Submission of DPW 07 Form of offer and acceptance	Pages	
Pa-15.1: Resolution of board of directors	Pages	
Pa-15.2: Resolution of board of directors to enter into consortia or joint ventures	Pages	
Pa-15.3: Special resolution of consortia or joint ventures	Pages	
Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Pages	
Pa-27: declaration of bidder's past supply chain management practices	Pages	
Submission of (PA-11): Bidder's disclosure.	Pages	
Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.	Pages	
Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer	Pages	
The tenderer will be required to submit his fully priced Pricing data (Bills of Quantity)	Pages	



etermination	Pages	
	Pages	
Signature		Date
		Pages



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

### 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.

### **TABLE OF CLAUSES**

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
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- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

### **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 noncompetitive 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

### 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

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".

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Effective date 02 August 2010

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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:

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- (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.
- 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 count 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 pubic 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.

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### 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 12 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.

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".

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Effective date 02 August 2010

Effective date 02 August 2010



PA-10: General

### 29. Governing language

29.1. The contract shall be written in English. All correcontract that is exchanged by the parties shall als

### 30. Applicable law

30.1. The contract shall be interpreted in accordance in SCC.

### 31. Notices

- 31.1. Every written acceptance of a bid shall be poscertified mail and any other notice to him shall be in his bid or to the address notified later by him improper service of such notice
- 31.2. The time mentioned in the contract documents for has been given, shall be reckoned from the date of

### 32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for such levies imposed outside the purchaser's country
- 32.2. A local supplier shall be entirely responsible for all delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder when award of a bid the Department must be in possession the bidder. This certificate must be an original issued

# 33. National Industrial Participation Programme (NIPP)

The NIP Programme administered by the Department contracts that are subject to the NIP obligation.

### 34. Prohibition of Restrictive Practices

- In terms of section 4 (1) (b) (iii) of the Competition Active between, or concerted practice by, firms, or a decision between parties in a horizontal relationship and if a bic involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grohas / have engaged in the restrictive practice referred to the Competition Commission for investigation and pass contemplated in the Competition Act No. 89 of 1998.
- If a bidder(s) or contractor(s), has / have been found restrictive practice referred to above, the purchaser other remedy provided for, invalidate the bid(s) for scontract in whole or part, and / or restrict the bidder(s) or the public sector for a period not exceeding ten (10) year or contractor(s) concerned.

Name of Bidder		
	Signature	



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)

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

- 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).
- 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.
- 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.

Name of Bidder	Signature	Date



3.

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

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

Project title:	A 36 months term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance and firebreak maintenance on Bryntirion estates.			
Bid no:	PT23/005	Reference no:		
The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.  1. CIDB REGISTRATION NUMBER (if applicable)				
	,			

- 2. Any legal person, including persons employed by the State1; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:
- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

In order to give effect to the above, the following questionnaire must be completed and

submitted with the bid. Full Name of bidder or his or her representative: ..... Identity number:.... 3.2 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect ...... 3.3 Company Registration Number: 3.4 Tax Reference umber:.... 3.5 VAT Registration Number: ..... 3.6

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# Declaration of interest and bidder's past Supply Chain Management practices: PA-11

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

¹ "Stat	<ul> <li>(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);</li> <li>(b) any municipality or municipal entity;</li> <li>(c) provincial legislature;</li> <li>(d) national Assembly or the national Council of provinces; or</li> <li>(e) Parliament.</li> </ul>
² "Shai	reholder" means –  (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise
3.7	Are you or any person connected with the bidder presently employed by the state?  YES NO
3.7.1	If so, furnish the following particulars:
	Name of person / director /trustees/shareholder/ member:
	Name of state institution at which you or the person
	is connected to the bidder is employed
	Position occupied in the state institution:
	Any other particulars:
3.8	Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?
3.8.1	If so, furnish particulars:
3.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?
3.9.1	If so, furnish particulars.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same Page 2 of 4 meaning as the words "Tender" or "Tenderer". Version: 1.3

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Effective date April 2018



# Declaration of interest and bidder's past Supply Chain Management practices: PA-11

3.10	between the bidde	erson connected wi r and any person e adjudication of this	mployed by the state who m	relationship (family, friend, other ay be involved with the  YES NO		
3.10.1	If so, furnish parti	culars.				
	36					
			·			
3.11	Do you or any of the interest in any other	e directors /trustees related companies	s/shareholders/ members of t whether or not they are bide	the company have any ding for this contract?  YES NO		
3.11.1	If so, furnish particu	lars:				
4. Ful	l details of directors	/ trustees / memb	oers / shareholders.			
Full N	ame	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number		
5. DEC	CLARATION OF TI	ENDERER / BIDI	DER'S PAST SUPPLY CH	AIN MANAGEMENT		
<b>PRAC</b> 5.1	Is the tenderer / bidd Treasury's database business with the pu	as companies or pe blic sector?	tors listed on the National rsons prohibited from doing ed on this database were	Yes No		

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same Page 3 of 4 Version: 1.3 meaning as the words "Tender" or "Tenderer".

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Effective date April 2018



# Declaration of interest and bidder's past Supply Chain Management practices: PA-11

	informed in w	riting of this restriction r the audi alteram parter	by the National		
5.2	If so, furnish pa		ir rule was applied,		
5.3	Tender Defaulte Combating of C To access this website, www Tender Defau	bidder or any of its directors ers in terms of section 29 of the forrupt Activities Act (No 12 of Register enter the National Activities or submit your writhe Register to facsimile 1	he Prevention and f 2004)? nal Treasury's the icon "Register fo itten request for a	r Yes	□ No
5.4	If so, furnish pa		Tumber (012) 3203440	J	
5.5	law (including a	er / bidder or any of its directe court outside of the Republic	ors convicted by a court of to of South Africa) for fraud	of Control Yes	□ No
5.6	If so, furnish pa	ring the past five years? rticulars:			
5.7	Was any contra terminated during on or comply with	ct between the tenderer / bid ng the past five years on acco th the contract?	der and any organ of state ount of failure to perform	te	□ No
5.8	If so, furnish pa				
6. CE	RTIFICATION				
I the u	undersigned (full	name)	certify that the	e information	on furnishe
this de	eclaration form is	true and correct.			
I acce	pt that, in additio	n to cancellation of a contr	ract, action may be take	en against m	ne should th
	ration prove to be		-		
Nam	ne of Tenderer /	Signature	Date	Posi	tion

This form has been aligned with SBD4 and SBD 8

For External Use



# PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	maintenance, pot plant m	aintenance, garden fe irrigation, irrigation	rticultural materials, garden atures maintenance, garden maintenance and firebreak
Tender / Bid no:	PT23/005	Reference no:	
7.			
identity number,	do	hereby declare that	I am a registered medical
•	practice number being		
		(Pr	nysical or postal addresses)
declare that I have exa	mined Mr. / Ms		
identity number		and have	found the said person to be
permanently disabled or ha	aving a recurring disability.		
The nature of the disability	is as follows:		e mainer, or within the
Thus signed at	on this	day of	20
Signature	Date		OFFICIAL STAMP OF
			MEDICAL PRACTITIONER



### PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

(Leg	gally c	correct full name and registration number, if applic	able, of the Enterprise)			
Hel	ld at		(place)			
on			(date)			
RE	SOL	VED that:				
		The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:				
	(Pro	ject description as per Bid / Tender Document)				
	Bid	/ Tender Number:	(Bid / Tender No	umber as per Bid / Tender Document)		
2.	*Mr.	/Mrs/Ms:				
	in *l	his/her Capacity as:		(Position in the Enterprise)		
	and	l who will sign as follows:				
	cor	and is hereby, authorised to sign the respondence in connection with and relay and all documentation, resulting from the cove.	ating to the Bid / Tender, as well	as to sign any Contract, and		
		Name	Capacity	Signature		
	1					
	2					
	3					
	4					
	5					
	6					
	7					
	8					
	9					
	10					
	11					
	12					
	13					
	14					
	15					
	16					



### PA-15.1: Resolution of Board of Directors

17	
18	
19	
20	

20				
	dding enterprise hereby absolves the Department of Poent being signed.	ublic Works from any liability	y whatsoever that may arise a	s a result of this
Not	e:		ENTERPRISE STAMP	
<ol> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol>	* Delete which is not applicable.  NB: This resolution must, where possible, be signed at the Directors / Members / Partners of the Bid Enterprise.  In the event that paragraph 2 cannot be complied with resolution must be signed by Directors / Member Partners holding a majority of the shares / ownership of Bidding Enterprise (attach proof of shareholding ownership hereto).  Directors / Members / Partners of the Bidding Entermay alternatively appoint a person to sign this documents of the Bidding Enterprise, which person must be authorized by way of a duly completed power attorney, signed by the Directors / Members / Partholding a majority of the shares / ownership of the Bid Enterprise (proof of shareholding / ownership and pof attorney are to be attached hereto). Should the number of Directors / Members / Partholding to the space available above, additional names signatures must be supplied on a separate page.	iding in, the ears / of the orise ment st be ear of thers dding ower		



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

RE	RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:			
(Le	gally correct full name and registration number, if applicable, of the Enterprise)			
Не	ld at (place)			
on	(date)			
RE	SOLVED that:			
1.	The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:			
	(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)			
	to the Department of Public Works in respect of the following project:			
	(Project description as per Bid /Tender Document)  Bid / Tender Number:(Bid / Tender Number as per Bid / Tender Document)			
_				
2.	*Mr/Mrs/Ms:			
	in *his/her Capacity as: (Position in the Enterprise)			
	be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.			
3.	The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.			
4.	The Enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:			
	Physical address:			
	(code)			



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

Postal Address:		
	(code)	
Telephone number:		
Fax number:		

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

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

### Note:

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

### **ENTERPRISE STAMP**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the Page 2 of 2 words "Tender" or "Tenderer". Version: 1.3



# PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

	(Project description as per Bid /Tender Document)  Bid / Tender Number: (Bid / Tender Number as per Bid /Tender L	Document
A.	The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Works in respect of the following project:	of Public
RF	SOLVED that:	
RE	SOLVED that:	
on		_ (date)
He	ld at	_(place)
8.		
7.		
6.		
5.		
4.		
3.		
2.		
1∞		



### PA-15.3: Special Resolution of Consortia or Joint Ventures

В.	*Mr/Mrs/Ms:			
	in *his/her Capacity a	as:(Position in the Enterprise)		
	and who will sign as	follows:		
	connection with and	uthorised to sign the Bid, and any and all other documents and/or correspondence in relating to the Bid, as well as to sign any Contract, and any and all documentation, ward of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.		
C.	The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:			
D.	the obligations of the	ne Consortium/Joint Venture accept joint and several liability for the due fulfilment of Consortium/Joint Venture deriving from, and in any way connected with, the Contract Department in respect of the project described under item A above.		
E.	agreement, for what	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		
F <sub>ig</sub>	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.	purposes arising from	ose as the <i>domicilium citandi et executandi</i> of the Consortium/Joint Venture for all m the consortium/joint venture agreement and the Contract with the Department in t under item A above:		
	Physical address:			
	9	(Postal code)		
	Postal Address:			
	ie.			
	a	(Postal code)		
	Telephone number:			



### PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

### Note:

- \* Delete which is not applicable.
- 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.
- Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space 3. available above, additional names, capacity and signatures must be supplied on a separate page.
- 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).

For external use



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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 Preference Points System to be applied

(Tick whichever is applicable).

,				
☐The applicable prefe	erence point system for	this tender is the	30/20 preference po	int system.
⊠ The applicable prefe	erence point system for	this tender is the	90/10 preference po	int system.
☐ Either the 90/10 or lowest/ highest actenders are received.	r 80/20 preference poi cceptable tender will b red.	nt system will be e used to determ	applicable in this to ine the accurate sy	ender. The stem once

- 1.3 Points for this tender shall be awarded for:
- 1.3.1 Price; and
- 1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	□ 80/20	⊠ 90/10
PRICE	90	
SPECIFIC GOALS	10	
Total points for Price and Specific Goals	100	

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

### All Acquisitions

### Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by <b>black people</b>	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report Or CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement
3.	An EME or QSE which is at least 51% owned by <b>women</b>	4	ID Copy Or CSD Report Or CIPC (company registration)

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with <b>disability</b>	2	Medical Certificate Or South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE which is at least 51% owned by <b>youth</b> .	2	ID Copy Or CSD Report Or CIPC (company registration)

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

### **All Acquisitions**

### Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	10	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Or
			CIPC (company registration)
2.	<b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work	2	Office Municipal Rates Statement
	to be done or services to be rendered in that area		Or
	in that area		Permission To Occupy from local chief in case of rural areas (PTO)
			Or
			Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	4	ID Copy
	at least 5170 owned by women		Or
			CSD Report
			Or
			CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with	2	Medical Certificate
	disability		Or
			South African Social Security Agency (SASSA) registration
			Or
			National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .	2	ID Copy
	de 1000 o 2 70 o milea o 3 y o main		Or
			CSD Report
			Or
			CIPC (company registration)

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

### All Acquisitions

### Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points	
1.	An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	4	ID Copy Or SANAS Accredited BBBEE Certificate or sworn affidavit where applicable Or CSD Report	
			Or CIPC (company registration)	
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	Office Municipal Rates Statement Or Permission To Occupy from local chief in case of rural areas (PTO) Or Lease Agreement	
3.	An EME or QSE or any entity which is at least 51% owned by <b>women</b>	2	ID Copy Or CSD Report Or CIPC (company registration)	
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	Medical Certificate Or	

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
5. 🛛	OR An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .  (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)		South African Social Security Agency (SASSA) registration Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)  ID Copy Or CSD Report Or CIPC (company registration)

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

### 2. **DEFINITIONS**

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

5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

 $Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$  or  $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

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  $90/10$   $Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$  or  $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by <b>Historically Disadvantaged Individuals</b> (HDI)	4	10	14	
2. <b>Located</b> in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		

2022				
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE or any entity which is at least 51% owned by people with <b>disability</b>	2	2		
or				
5. An EME or QSE or any entity which is at least 51% owned by <b>youth</b> .*		2		
(only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)				

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

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm
4.4.	Company registration number:

### 4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	



# PA-27: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	☐ Yes	□ No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	☐ Yes	□ No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐ Yes	□ No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐ Yes	□ No
4.4.1	If so, furnish particulars:		

### PA-27: Declaration of Bidder's past Supply Chain Management Practices



### 5. CERTIFICATION

I the undersigned (full redeclaration form is true as		certify that th	e information furnish	ned on this
I accept that, in addition to cancellation of a contract, action may be taken against me declaration prove to be false.				should this
Name of Bidder	Signature	Date	Position	



### PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	maintenance, pot plant m	hs term contract for the supply of horticultural materials, garden e, pot plant maintenance, garden features maintenance, garden installation of irrigation, irrigation maintenance and firebreak e on Bryntirion estates.		
Bid no:	PT23/005	Reference no:		

### INTRODUCTION

- 1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<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:

<sup>&</sup>lt;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, t	the undersigned, in submitting the accompanying bid:
_	(Bid Number and Description)
in	response to the invitation for the bid made by:
_	(Name of Institution)
do	hereby make the following statements that I certify to be true and complete in every respect:
Ιc	ertify, 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 true and complete in every respect.
3.	I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, behalf of the bidder.
4.	Each person whose signature appears on the accompanying bid has been authorized by t 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 wo "competitor" shall include any individual or organization, other than the bidder, whether or raffiliated with the bidder, who:

- has been requested to submit a bid in response to this bid invitation; (a)
- could potentially submit a bid in response to this bid invitation, based on their (b) qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line (c) of business as the bidder.



- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium3 will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - geographical area where product or service will be rendered (market (b) allocation)
  - methods, factors or formulas used to calculate prices; (c)
  - the intention or decision to submit or not to submit, a bid; (d)
  - the submission of a bid which does not meet the specifications and conditions (e) of the bid; or
  - bidding with the intention not to win the bid. (f)
- 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.



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

Tender no: PT23/005

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)	
Name of Tenderer	

1. LIST ALL PROP	LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY	SHAREHOLD		NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	, CITIZENSHIP A	ND DESIGNATED	GROUPS.	
Name and Surname #	Identity/ Passport number and Citizenship##	Percentage	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	□R □ UD □T □ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		□ Yes □ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
7.		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
10.		%	□ Yes □ No	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No		□ Yes □ No
11.		%	□ Yes □ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
12.		%	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	□R □ UD □ T □ U	☐ Yes ☐ 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>&</sup>lt;sup>1</sup> EME: Exempted Micro Enterprise <sup>2</sup> QSE: Qualifying Small Business Enterprise

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



Tender no: PT23/005

# 2. DECLARATION:

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

- The information and particulars contained in this Affidavit are true and correct in all respects;
- The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;  $\alpha$
- 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:
- 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;
  - 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

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ntative Signature Date
Name of representative



# public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

AN EPWP IMPLEMENTATION, 36-MONTH TERM
CONTRACT FOR GARDEN MAINTENANCE, POT
PLANT MAINTENANCE, GARDEN FEATURE
MAINTENANCE, GARDEN UPGRADES,
INSTALLATION OF IRRIGATION, IRRIGATION
MAINTENANCE, AND FIREBREAK
MAINTENANCE ON THE BRYNTIRION ESTATE

This is an Extended Public Works Program (EPWP) opportunity tender.

Representative: Mr L. Nel

Office hours Tel: (012) 342 1815

Cell: 082 908 1244

### **DESCRIPTION OF TENDER:**

An EPWP implementation, 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate

### SITE

Bryntirion Estate



### REGIONAL OFFICE PRETORIA

**BID NO: PT 23/** 

# ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTATION

### 1. Period and location

An EPWP implementation, 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate

### 2. Description of tender / Scope of works

- Removal of dead, over blown, and damaging trees
- Pruning of fruit trees, trees, and roses
- Cutting of firebreaks
- Supply of horticultural materials including but not exclusively:

Seedlings

**Plants** 

Fertilizer

Mulching

Herbicides

**Pesticides** 

Lawn dressing

• Irrigation:

Repair

Design

Installation

Maintenance

Garden maintenance:

Normal day-to-day garden maintenance

Lawn spring treatment

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# Split and replant of plants Cleaning of gutters Refuge removal

- · Pest control and bee removal
- Maintenance of hard landscaping structures
- Swimming pool maintenance
- Re-design of gardens and the installation of the designs
- Household refuge removal

### 3. General requirements

The National Department of Public Works intends entering a contract with a suitable Bidder for the abovementioned area in Pretoria.

It will be expected by from bidders to be aware of the following requirements to be successful in obtaining the contract.

### 4. Tender administration

Bidders are required to submit a bid for execution of the tasks as detailed in this bid document. The tender is to include all tasks, without any amendment, omission, or addition.

The bidders will be evaluated on functionality, price, and preference.

Bidders attentions are drawn to the fact that the sites have stringent security requirements.

4.1 Documents required of other compulsory returnable schedules/documents for responsive functionality criteria.

The following documents are required and must be fully and properly completed and submitted as part of this Bid document. Failure to do so will result in disqualification of the bid.

- 4.1.1 DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE
- 4.1.2 PA-04 (GS): NOTICE AND INVITATION TO BID
- 4.1.3 PA-09: LIST OF RETURNABLE DOCUMENTS

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- 4.1.4 PA-10: CONDITIONS OF CONTRACT
- 4.1.5 PA-11: DECLARATION OF INTREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (A separate PA-11 is required for each consortium or joint venture company)
- 4.1.6 PA-15.1: RESOLUTION OF BOARD DIRECTORS
- 4.1.7 PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR YOUNT VENTURE
- 4.1.8 PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES
- 4.1.9 PA-16: PREFERENCE CERTIFICATE
- **4.1.10** PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT
- 4.1.11 PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION
- **4.1.12** DWP-09: PARTICULARS OF TENDERER'S PROJECTS (Directly contracted or subcontracted)
- 4.1.13 ORIGINAL VALID TAX CLEARANCE CERTIFICATE VALID FOR SIX MONTHS ON DATE OF CLOSURE
- 4.1.14 VALID CSD REGISTRATION DOCUMENT
- 4.1.15 ORIGINALLY CERTIFIED COPIES OF DIRECTORS IDENTITY

  DOCUMENTS NOT OLDER THAN THREE MONTHS
- 4.1.16 ORIGINALLY CERTIFIED COPIES OF FOUNDING STATEMENTS
- **4.1.17** DPW-16 (FM): SITE INSPECTION MEETING CERTIFICATE Original must be signed by the NDPWI representative.
- 4.1.18 COMPANY PORTFOLIO
- 4.1.19 SIGNED SPECIFICATIONS FOR A 36 MONTH TERM CONTRACT FOR
  THE SUPPLY OF HORTICULURAL MATERIALS, GARDEN
  MAINTENANCE, POT PLANT MAINTENANCE, GARDEN FEATURES
  MAINTENANCE, GARDEN UPGRADES, INSTALLATION OF IRRIGATION,
  IRRIGATION MAINTENANCE, AND FIREBREAK MAINTENANCE ON
  BRYNTIRION ESTATE
- 4.1.20 PRICING DATA SIGNED, CORRECTLY, AND FULLY COMPLETED

An EPWP implementation, 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance,
garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirior
Estate

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The Pricing data must be submitted as prescribed by the PA-10\_fm Conditions of Contract. Tenderers are to submit a comprehensive price breakdown regarding labour, expendables, and other items as specified plus names of service providers / suppliers must be submitted.

### 4.1.21 FINANCIAL CASH FLOW TABLE FOR A PERIOD OF 36 MONTHS

A detailed financial cash flow projection for the full period of 36 months depicting day to day expenditure per month, monthly labour costs as Gazetted at time of closure of this bid, and adherence to OHS Act. The contractor to include the supply of scheduled expense items in the cash flow chart.

- 4.1.22 BUSINESS WORK PROGRAMME FOR A PERIOD OF 36 MONTHS
  - Upon submission of a quotation the prospective bidder is to submit a comprehensive business and work plan. Whenever new areas not already quoted on in the Pricing Data, are developed or services are curtailed an amended business and work plan must be obtained.
- 4.1.23 The contractor is to provide with this tender a typical work programme that indicates the tasks and periods of each day of the contract for a period of 36 months for this specific project as prescribed by the PA-10\_fm Conditions of Contract item 13.
- 4.1.24 Quantity of skilled workers, supervisors, drivers, and Horticulturist to be used per site, in an organogram format, depicting how the EPWP (Extended Public Works Programme) staff will be implemented during the contract period.

Compliance with Administrative requirements	
Surety Bond as per PA-10_fm	
Public Liability Insurance (For R5 Million)	
Contractors All Risk Insurance (For R5 Million)	

An EPWP implementation, 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate

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Compliance with the Occupational Health and Safety Act		
Site establishment		
EPWP Labour	150	
EPWP Branding on PPE	150	
EPWP PPE	150	
Contract manager	1	
Site manager	. 1	
Administrative personnel	2	
Horticulturist	3	
Supervisor for every ten workers or part thereof.	20	
Full time driver with valid PDP	3	
Qualified machine mechanic	1	
Storeman	2	
Trained machine operators	40	
Swimming pool specialist	2	
Irrigation specialist	1	
Pest Control Officer (PCO) registered	4	



- **4.1.25** Machinery and equipment that will be used dedicated to this tender and supplied to the workers. See Bill of Quantities
- 4.1.26 Contractor must have a working knowledge of English to complete the documentation involved in the contract. The contractor must have continuous access to e-mail as all correspondence on requests will be communicated in this manner.

### 5. Security requirements

Bidder's attention is drawn to the fact that the sites have stringent security requirements.

The three highest scoring bidders will be required to undergo SSA clearance if deemed necessary by NBAC.

During the site hand over period the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, and subcontractors for the cost of the Contractor. Appointment will be depending on the security clearance.

Contractor to educate him-/herself with all regulations, security and guidelines as lay down by this Department.

Contractor and his personnel must be SSA security clearance before starting the contract.

For security clearance the Department requires the company to submit the follow documentation for screening of service providers:

- Memo giving a brief description of the services to be rendered.
- Company profile.
- Originally certified copy of Registration documents (Ck, Pty. (Ld.), and sole propriety).
- Valid original Tax Clearance Certificate (must be valid for a period of six months).
- Certified ID copies of company directors and all the staff and subcontractors that will be involved in the project, not older than three months.
- Original fingerprints on all the ID copies for the cost of the Contractor.

Initial:	



### 6. Services required

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

### 7. Protocol

The bidder 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.

### 8. Access

- 8.1 Contractor to notify office personal or the household before entering an office or a residence. The Office manager or Household manager must be informed prior to delivery by the contact person. Contact details will be made available to successful contractor.
- 8.2 Contractor to be accompanied into the offices or houses by the internal security, the Office manager, or the Household manager. A representative of the contractor must be present with deliveries and during maintenance.
- 8.3 Contractor to notify the Department if a subcontractor is required to execute work. NDPWI project leader will notify the Client and request access.

### 9. Work Terrain / Site

### **Bryntirion Estate Pretoria:**

- House 1
- House 7
- House 8
- House 9
- House 10
- House 11
- House 12
- House 1
- House 15
- House 16 swimming pool

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- House 17
- House 18
- House 19
- House 20
- House 21A
- House 21B
- House 22
- House 23
- 1 Nassau Street
- 166 Dumbarton Street
- House 850
- House 870House 896
- House 970
- Goede Hoop
- Lisdogan Flat 1
- Lisdogan Flat 2
- Lisdogan Flat 3
- Lisdogan Flat 4
- Lisdogan Flat 5
- Lisdogan Flat 6
- Lisdogan Presidency Staff Flat 1
- Lisdogan Presidency Staff Flat 2
- Lisdogan Presidency Staff Flat 3
- Lisdogan Presidency Staff Flat 4
- Lisdogan Presidency Staff Flat 5
- Lisdogan Presidency Staff Flat 6
- Gate 9
- Gate 10
- Lisdogan SAPS

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- Parks, public areas, and road reserves
- SAPS Dog unit

### 10. Compliance with Regulations

Security arrangements and regulations which may be applicable are to be adhered to by the contractor.

# 11.Representative of National Department of Public Works and Infrastructure (NDPWI)

- 11.1 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.
- 11.2 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. This excludes the cleaners in the residences, household managers, occupants of the residences, SAPS, or any other person on terrain.

### 12. Responsibility of the Contractors

- 12.1 The contractor must indemnify NDPWI against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person. (Public liability insurance and All Risk insurance)
- 12.2 That may arise or in connection with the execution of this requirement.
- 12.3 That may arise or in any connection with an action by the contractor or/and his workers.
- **12.4** NDPWI undertakes to notify in writing the particulars of every claim that the contractor is responsible for.
- 12.5 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 where the loss occurs and is due to negligence on the part of NDPWI.

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- 12.6 NDPWI reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.
- 12.7 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. A certificate by NDPWI contract manager acting for NDPWI will be considered proof of the amount owing.

### 13. Indemnification

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

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

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. The contractor must indemnify NDPWI against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against NDPWI.

### 14. Breach of agreement

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. In the event of breach by the contractor of any of the terms and conditions of this contract, and if 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:

- **14.1** To terminate the agreement.
- **14.2** To suspend further payment to the contractor.
- 14.3 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.

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### 15. Termination of agreement

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:

On breach of the agreement.

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

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.

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

If the contractor informs NDPWI that it is incapable of completing the project.

If, in the opinion of NDPWI, the contractor acted dishonestly.

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.

In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

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.

### 16. Cancellation

The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.

The Department will cancel the contract with immediate effect if, at site hand over if the Contractor does not have all the resources or proof of resources to complete the

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contract and if the contractor does not supply the resources within the 21 working day site establishment period.

### 17. Limitation on cession

The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any person outside of NDPWI and the contractor, save with the written consent of the other party.

Each party warrants that it is acting as a principal and not as an undisclosed principal.

### 18. Curtailing of Service

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.

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.

### 19. 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.

### 20. Amendment of Landscaping Plan

NDPWI retains the right to change as it sees fit the existing landscape layout on the property. Such a modification shall be considered a development of a new area and executed on Pricing data rates or on Quotation if not on the pricing data rates. This

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tender includes upgrades. These areas are not regarded as amendments as the areas are quoted on for maintenance and upgrade, before, during and after the upgrade implementation.

### 21. Restrictions

NDPWI retains the right to issue such 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.

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.

The contractor shall only fill, clean and service his equipment at a site indicated by NDPWI contract manager.

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.

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.

The contractor or any of his employees may not under any circumstances use any facility on the terrain, or within a one-kilometre radius, for a mass meeting. All mass meetings must take place off the security properties even when vacant.

### 22. Service times

A full service must be provided daily Monday to Friday.

Special permission must be obtained in advance before any other service will be allowed on weekends. The request must reach the NDPWI contract manager no later than the end of business on the Wednesday for permission.

Service times are stipulated as daily from 7:00 to 15:30 for weekdays and lunch time from 12:00 to 13:00.

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Service times are stipulated as from 7:00 to 13:30 on weekends or over public holidays.

### 23. Obligations of NDPWI

- 23.1 NDPWI contract manager shall act as informant between contractor, and NDPWI.
- 23.2 NDPWI shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by NDPWI, the contractor will make its own arrangements in this regard without a right of recourse against NDPWI.

### 24. Obligation of the Contractor

### The contractor must do the following

- 24.1 Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.
- 24.2 Keep all facilities that are always supplied to the contractor or by the contractor neat and tidy.
- 24.3 Any foreign objects noted in, and on, the work areas must be brought to the attention of the Departments contact person.
- 24.4 Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.
- 24.5 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.
- 24.6 In all cases, notice must be given, and to pay all costs that must be paid in connection with the service and indemnify the Department against all loses and legal cost for damages.
- 24.7 If the monies are not paid by the contractor, the Department can pay directly to the authorities any costs involved and recover the costs from the contractor.
- **24.8** Noise must be kept to reasonable limits.

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### 25. Conditions in Relation to the Supervision of the Contractor Personnel

The contractor must always have strict and effective supervision of the workers performance by appointing the following staff **dedicated to this tender** 

### for the full contract period of 36 months.

None of these employees may be utilised on any other project with this Department or on any other contract.

- One Contract manager. The Contract manager must have at least five years applicable experience in project management and be knowledgeable of horticulture activities.
- One Site manager. The Site manager must have at least five years applicable experience in contract and site management and be knowledgeable of horticulture activities.
- Three Horticulturists. The Horticulturists must have at least two years' experience and be in possession of a NQF Level 6 National Diploma in Horticulture, an equivalent, or better qualification.
- One supervisor for every 10 workers or part thereof. A minimum of 20 supervisors
  will be required. The Supervisors must have at least five years of applicable
  experience in horticulture or a Certificate in horticulture with two-year experience.
- Two full time drivers with valid PDP.
- 40 trained machine operators.
- Two swimming pool specialists.
- One irrigation specialist with a proven track record.
- Four Pest Control Officer (PCO) registered with a valid certificate.
- One OHSA qualified Officer with a valid certificate. This person maybe one of the employees listed above.
- The contractor must have reserved staff (SSA cleared) to replace staff on leave or in the case of resignations, to maintain a full staff complement.

### 26. Conditions in Relation to Personnel of the Contractor

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- Supervisors must react in all aspects to reasonable requests from NDPWI
  contract manager of NDPWI. All requests from Clients, SAPS, or any other
  individuals must be cleared, and permission obtained before execution of such
  tasks.
- The personnel of the contractor must respect the personnel, SAPS, occupants of the residences, the public, all equipment, and buildings belonging to NDPWI.
- Workers that do service must be dedicated personal. These workers shall at the cost of the contractor be classified by the SAPS Security Branch as trustworthy.
- 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.
- 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.
- 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 SAPS, through NDPWI, in writing 48 hours in advance.
- 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.
- 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.
- In such a case the contractor shall react immediately to such a request from NDPWI and because 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.
- 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.

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- All workers must be in possession of identity cards supplied by SAPS and always worn visibly on the person. The contractor is to supply SAPS with the necessary stationary to print the identity cards.
- 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.
- Personal hygiene must always be kept by the contractor and workers.
- Staff must behave in a sober and quiet manner.
- The contractors' workers which must be on the property for the performance of this service must always be dressed neatly and properly to the satisfaction of NDPWI.
- No information may be supplied to the public or news media in connection with the contractor's activities.
- 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 always be maintained. Replacement staff must be available for staff on leave or sick leave for more than one day. 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.

### 27. Cellular phones

- The following officials must be equipped with a cellular phone, enough mobile data, and airtime to be always reachable:
  - Contract manager
  - Horticulturists
  - Supervisors
  - Drivers
  - Swimming pool specialists

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- Irrigation specialists
- Pest control officers
- OHSA officer
- In case a cellular phone is lost or stolen a new cellular phone must be issue to the official within 24 hours, and the replacement cost is for the official's expense.

### No other person is allowed to operate a cellular phone during working hours.

### 28. Equipment

- The contractor shall be responsible for the supply and maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the tender.
- 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 24 hours.
- 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.
- 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.
- 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.
- The Department cannot supply space for the storage of equipment.

#### 29. Consumable items

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The contractor shall at own cost be responsible for supplying all consumable items including plastic rubbish bags, toilet paper for staff as well at all tasks specific consumables, including but not limited to plants, fertilizer, compost, pesticides, and herbicides to execute the task at hand, which are necessary for the supplying of effective service.

Before delivery, the contractor is to supply a representative sample to NDPWI contract manager for approval. NDPWI has the right to accept or reject any of these items.

### 30. Advertisements

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

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.

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.

### 31. Electrical equipment

No electricity will be provided to the contractors for the use of machinery. Electricity will be supplied for the Irrigation systems, water features and swimming pools.

The employees of the contractor are not allowed to use any power point at the residences or lapa's to boil water, for the preparation of food, or the charging of cellular phones.

### 32. Warning signs

The contractor will be compelled to supply neat warning signs or boards, which are of a size and design to be seen and recognized by the public. These board/signs must be in place wherever work by the contractor's workers is in progress to bring to the attention of any person/staff that work is in progress.

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

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### 33. Inflammable and Toxic Chemicals

The contractor shall not store or use any poisons, highly inflammable chemicals, or materials on the property without the written consent of NDPWI.

No long-term storage is allowed.

### 34. Preservation of existing trees, shrubs, rare plants, and artefacts

All artefacts on site and unearthed items, during the working process belong to the Department of Arts and Culture.

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.

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.

### 35. Remuneration of services

NDPWI undertakes to pay the contractor per month on completion of a month's maintenance, and on fully completed upgrades, as signed off by NDPWI contract manager.

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 tender conditions and the tender submitted, by NDPWI contract manager.

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

- Copy of daily attendance register for all the specified staff.
- Copy of proof of payment of all the staff as reflected in the scope of work and pricing data.
- Copies of all acquisition slips for supplied items on the supplier's invoices or delivery notes.
- Current month's CSD with valid TAX status.
- Contractor's monthly site hand over certificate.

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### **36. Joint Venture Agreements**

The relationship between the parties involved in a Joint Venture shall involve a close collaboration between two independent contracting parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either party NDPWI contract manager or authorized representative of the other party.

### 37. 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 provision of this agreement.

### Extended Public Works Program (EPWP) Implementation Contractor Obligation

The contractor to implement EPWP by employing EPWP participants (workers), branding (Supplying EPWP safety clothing); and monthly EPWP Reporting.

The contractor is referred to Basic Conditions of Employment Act, Act 66 of 1995 as amended, 1997 Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032 as these publications is to be read in conjunction with this section of the specification.

The contractor is to pay the EPWP Participants (workers) not less than the Gazetted minimum wage for Farm Workers in an urban area and the wage rate should increase from the date it comes in to affect as Gazetted by the Minister of Labour.

All complains in connection with the service must be attended to and rectified within 48 hours.

### 38. Employment Contract

The contractor will employ 150 EPWP Participants (workers) from the local area. The local area is defined as the CBD of Pretoria, Mamelodi and surrounding suburbs, Soshanguve, Mabopane, Hammanskraal and Atteridgeville. Proof of residence must be attached to the EPWP contract signed by the Service Provider and EPW participants within 7 days commencement of the project.

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

These employees are only to be utilised as unskilled workforce and not skilled staff, drivers, or supervisors. Skilled staff (Machine operator's), drivers, swimming pool cleaning staff, the irrigation specialist, the pest control officer (PCO), the supervisors, and the horticulturist must be employed by the contractor additionally to the 150 EPWP staff.

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

The EPWP contractor and employees are subjected to the provisions set in Basic Conditions of Employment Act, 1997 "Code of Good Practice for employment and conditions of work for Expanded. Public Works Programmes"; and

Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, No. 34032.

### 39. Training on EPWP

The Contractor to supply inhouse training to unskilled EPWP participants, in line with the following modules:

- Basic Horticulture
- First aid
- Watering of various plants

EPWP employees will receive a full day's payment on training days.

The training programme must be displayed in the site office of the contractor and a copy will be supplied by the Department representative to note the dates and times the staff will not be on site.

Training attendance records must be kept at the site office and submitted electronically to the EPWP section. The EPWP training co-ordinators are

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responsible for obtaining all EPWP workers training information. The contractor to report monthly at the scheduled monthly meeting to the department on the progress and results obtained.

### 40. EPWP Project Branding

Supply and issue protective clothing to EPWP participants with in the first month after site handover or within one month after a person is replaced.

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

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

The uniform must include, but not limited, the following per ANNUM:

- 3 x Two-piece orange overalls, branded with the EPWP logo as well as the company logo per annum.
- 3 x Orange T-shirts branded, with the EPWP logo as well as the company logo per annum.
- 2 Pairs of safety boots per annum.
- 1 Hat or cap branded, with the EPWP logo as well as the company logo per annum.

The clothing must be in line with the regulations set in the Occupational, Health, and Safety Act, Act 85 of 1996, as amended.

### 41. EPWP reporting

All reports must be kept for three years after completion of the contract for auditing purposes.

Within one (1) month of commencement of the contract, the Contractor will register the project with EPWP. Supply certified copies of the employment contracts, certified copies of Identity Documents not older than three months, and a current ID size photo of each of the EPWP beneficiaries.

Submit monthly progress report, electronically, to the NDPWI Project Manager and EPWP data collection officer, before the fifth day of every month. No invoice will be processed without all the reports. On completion of every month the contractor to

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submit a comprehensive monthly report using the EPWP reporting template/data collection tool sheet as provided by EPWP.

Daily registers on the EPWP format as provided by EPWP.

Daily registers must be kept onsite and signed off by the NDPWI Project manager once a month.

A summary of all daily registers must be provided to EPW no later than the 5<sup>th</sup> of every month.

The EPWP employees are subjected to all the provisions set in the Labour Act, Act 66 of 1995, and Basic Condition of Employment Act, Act 75 of 1997, and may be discipline and their employment may be terminated, after following the provisions of the various acts.

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public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

A 36 MONTH TERM CONTRACT, GARDEN MAINTENANCE, POT PLANT MAINTENANCE, GARDEN GARDEN FEATURE MAINTENANCE, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, IRRIGATION MAINTENANCE, AND FIREBREAK MAINTENANCE ON THE BRYNTIRION ESTATE

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## GENERAL MAINTENANCE SPECIFICATIONS SOFT LANDSCAPING

### 1. General

NDPWI Contract manager is an official of National Department of Public Works that has been charged with the responsibility of supervising and advising on the landscape maintenance of the site.

All plants and elements associated with the landscaping are the property of NDPWI. Any removal thereof constitutes theft.

The contractor will not be compensated for unforeseen stoppages. He/she is to ensure the full period quoted for is being worked. Timesheets or biometrics per site is to be always kept.

The following 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. This is not an exclusive list:

Item	Quantity
Ride-on 3 gang cylinder mower with PPE	2
Cylinder mower with 750mm cylinder and transport wheels with PPE	2
Ride-on rotary mower 48inch wide with PPE	1
Industrial size woodchipper	1
Rotary push mower with PPE	4
Brush cutters with PPE	20
Hedge trimmer with PPE	10
Edge trimmer with PPE	4

A 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate

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Delegan with DDC	2
Pole pruner with PPE	3
Chainsaw with PPE	2
Push fertilizer spreader	6
Blowers with PPE	10
Secateurs	50
Lopper	20
Bow saw of various lengths	20
Knapsack sprayers with PPE	10
50m Draglines with fittings	20
Impact sprayers on stands	20
Rosette sprayers	20
QC keys	20
Swimming pool cleaning equipment set with PPE	2
Wheelbarrows	30
Ladies fork	200
Ladies spade	200
Garden spade	30
Garden fork	30
Leave rakes	50
Iron rakes	20
Platform broom	30
Carpet broom	100
Aluminium step ladder 6m+	5

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Mattock	15
Axe	4
Pick	15
Complete tool set to service all machines	1
Cellular phones with mobile data and airtime	36
Laptop	2
Printer	1
A3 laminating machine	1
First aid kits	10
Containers	2
Complete creepy sets with pipes (10 pipes per creepy)	4
Suction pumps	2
3kV Petrol generator	1
50m Extension cables	2
Moisture meters	20

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

Type of machine	PPE		
	Eye protection		
	Ear protection		
Ride-on lawnmowers	Hard hat		
	Dust mask		
	Eye protection		
Walk behind lawnmowers	Ear protection		
	Hard hat		

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	Dust mask
	Eye protection
	Ear protection
Brush cutters	Hard hat
	Shin guards
	Dust mask
	Eye protection
	Ear protection
Edge trimmers	Hard hat
	Shin guards
	Dust mask
	Eye protection
	Ear protection
Hedge trimmers	Hard hat
	Pigskin Gloves
	Dust mask
	Eye protection
	Ear protection
Dala muman	Hard hat
Pole pruner	SABS standard chainsaw jacket
	SABS standard chainsaw trousers
	Dust mask
	Eye protection
	Ear protection
Chainsaw	Hard hat
Chainsaw	SABS standard chainsaw jacket
	SABS standard chainsaw trousers
	Dust mask
	Eye protection
Blowers	Ear protection
	Hard hat

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	Dust mask
	Eye protection
	Ear protection
Hawkinida approxes	Hard hat
Herbicide sprayer	Raincoat or suitable protective clothing
	Respirator with the correct cartridge
	Gloves
	Eye protection
	Ear protection
lang efficiela approvan	Hard hat
Insecticide sprayer	Raincoat or suitable protective clothing
	Respirator with the correct cartridge
	Gloves
	Floating device
Cutimornian need	Eye protection
Swimming pool	Respirator with the correct cartridge
	Elbow length Gloves
	Eye protection
Gutter cleaners	Ear protection
Guller cleaners	Hard hat
	Safety harness and ropes

The contractor is to supply the following transportation and light earthmoving equipment for use on Bryntirion Estate:

Item	Quantity
4t Truck with cage and cargo net	1
1ton LDV (one with canopy) with towing hitch	2

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Trailer for transporting the push mowers	1
Cherry picker with an 8m boom (Must be available with 24-hour notice)	1

The contractor will provide the following personnel **over and above** the EPWP beneficiaries:

Contract manager with five years' experience	1
Site manager with five years' experience	1
Horticulturist with five years' experience	4
Administrative personnel	2
Driver with PDP	2
Storeman	2
Foreman with five years' experience	20
Machine operators fully trained	40
Swimming pool specialist	2
Irrigation specialist	1
Mechanic	1
Pest control officer qualified and registered at Department of Agriculture	4

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OHS officer	1

If the contractor fails to provide the above-mentioned equipment, spare parts, and PPE, and personnel for the duration of the contract, it will be considered as a breach of contract. Pending sufficient warnings, this may lead to the termination of the contract.

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 <a href="two-months">two-months</a> from the date of such a letter. During this notice period the maintenance activities will be carried out as per the schedule.

### 2. Planting Beds (Shrubs, perennials & annuals)

### 2.1 Irrigation

In areas where automatic irrigation has not been installed, the contractor shall irrigate planting beds by means of portable sprinklers and drag-lines to prevent soil moisture levels from dropping below the minimum level of 60% with a soil moisture meter.

## The contractor to supply one moisture meter per property, area, or section.

If an automatic irrigation system is installed, the contractor is expected to ensure the optimal functioning thereof. This includes regular inspections of sprinkler nozzles for blockage & alignment, testing of controllers, confirming timer settings etc.

Soil moisture levels are not to be lower than the minimum level of 60% as measured with a moisture meter.

### Penalties per season:

- First time soil moisture < 60% = Written warning
- Second time soil moisture <60% = Less 10% of garden maintenance</li>
   for the month at the specific property

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- Third time soil moisture <60% = Less 50% of garden maintenance for the month at the specific property
- Fourth time soil moisture <60% = Less 100% of garden maintenance for the month at the specific property

Preference is to be given to the seedlings and perennials. These plants are to be watered regularly to ensure that adequate soil moisture is retained for ideal growing conditions.

### 2.2 Fertilization

The contractor shall provide and spread **5:1:5 SR fertilizers** in strict compliance with the manufacturer's instructions in February, March, May, August, October, and December.

Fertilizer is not to be forked into the soil.

Irrigation is to be undertaken prior to and after fertilization. NO burnt or damaged plants will be accepted.

### Penalties:

- Missing the first spread = Warning letter and 30 days to correct
- Missing the second spread = Less 40% of the yearly amount for fertilisation
- Missing the third spread = Less 80% of the yearly amount for fertilisation
- Missing the fourth spread = NDPWI to appoint contractor and main contractor are responsible for the contract amount

## The contractor to supply all consumables to execute this action.

#### 2.3 Weed removal

The contractor shall ensure that planting beds remain free of weeds. The contractor shall remove weeds as and when they appear and remove them from the site on the same day as they were removed.

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### Penalties per season:

First time weeds >50mm = Written warning

• Second time weeds >50mm = Less 10% of garden maintenance for the

month at the specific property

Third time weeds >50mm = Less 50% of garden maintenance for the

month at the specific property

Fourth time weeds >50mm = Less 80% of garden maintenance for the

month at the specific property

The contractor shall not make use of herbicides in planting beds, unless otherwise instructed, in writing, by NDPWI contract manager.

### 2.4 Refuge removal

The contractor shall remove from the flowerbed areas, and cart from the site, all foreign matter including litter and sundry refuge as and when this becomes evident.

All refuge is to be removed daily and disposed of at a registered waste disposal site. No refuge may be kept overnight on the Estate.

### Penalties per week:

First time = Warning letter

Second time = Less 10% of garden maintenance for the month

Third time = Less 50% of garden maintenance for the month

Fourth time = Less 80% of garden maintenance for the month

### 2.5 Pruning

The contractor shall make regular inspections and inform NDPWI contract manager should plants interfere with or threaten to damage property or installations, impede circulation, or pose a threat to the safety of persons. NDPWI contract manager may require the contractor to prune such plant material.

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The contractor shall prune shrubs and groundcovers to achieve the desired form and encourage healthy growth annually in accordance with the schedule. The contractor shall consul with NDPWI contract manager and obtain his written permission before pruning plants.

Only appropriate plants are to be pruned as instructed by NDPWI contract manager. All grass like plants such as *Dietes sp. Agapanthus sp.* and *Hemerocallis sp.* are not to be pruned.

### Penalties per month:

- First time = Less 50% of garden maintenance for the month at the specific property
- Second time = Less 100% of garden maintenance for the month at the specific property
- Third time = less 100% of garden maintenance for the month at the specific property, and the contractor to replace, at the contractor's cost, the plants

## All flowering plants are to be dead headed daily.

When required the leaves of bigger plants e.g., *Philodendron selloum, Alocasia cucullate, Acantis mollis* etc. and any other damaged or dead leaves are to be removed and the material removed from site and disposed of on the same day at a registered waste disposal site.

### Penalties per season:

- First time >3 dead flower or flower heads per plant = Written warning
- Second time >3 dead flower or flower heads per plant = Less 10% of garden maintenance for the month at the specific property
- Third time >3 dead flower or flower heads per plant = Less 50% of garden maintenance for the month at the specific property

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• Fourth time >3 dead flower or flower heads per plant = Less 100% of garden maintenance for the month at the specific property

All refuge resulting from pruning is to be removed from site to a registered waste disposal site daily. No such material is to be stockpiled on site for any length of time.

### 2.6 Mulching

Leaves are to be retained in the flower beds as mulch. If this is removed by the contractor, the mulch is to be replaced with a 50mm layer of mulch as approved by NDPWI contract manager and for the contractor's account.

The contractor shall maintain a 50mm thick mulch layer in planting beds identified by NDPWI contract manager.

The contractor shall rake such mulch layer as and when required to repair water damage and ensure uniform cover.

### 2.7 Pest and disease control

The contractor shall make regular inspections to ensure that the planting beds are free of insects, fungal growth and other pests and diseases, and shall inform NDPWI contract manager immediately if he/she notes the presence of same.

Should NDPWI contract manager deem such pests or diseases to be a threat to the condition or health of any plant material, he may instruct the contractor to apply an approved product.

## The contractor to supply all consumables to execute the action.

All such chemicals are to be applied as per the manufactures details and using the correct application and protective equipment.

Preference is to be given to environmentally friendly organic products.

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### 2.8 Damaged, poorly, or dead plant material

The contractor shall make regular inspections, and should he/she note that any plant material has lost condition, been damaged, or appear to have died, he shall immediately inform NDPWI contract manager.

The contractor shall not remove such plants before they have been inspected by NDPWI contract manager.

NDPWI contract manager may require the contractor to prune damaged plants, treat pests or diseases or replace such plants.

## The contractor to supply all consumables to execute the action.

### 3. Trees

### 3.1 Irrigation

In areas where an automated irrigation systems are absent; the contractor shall maintain watering basins 750mm across and 100mm deep around all young trees with stems less than 75mm in diameter.

The contractor shall top up watering basins, tree rings and tree planters in paving with water as required in order preventing soil moisture levels from dropping below the minimum level of 60%.

### Penalties per season:

- First time soil moisture < 60%</li>
   Written warning
- Second time soil moisture <60% = Less 10% of garden maintenance for the month at the specific property
- Third time soil moisture <60% = Less 50% of garden maintenance for the month at the specific property
- Fourth time soil moisture <60% = Less 100% of garden maintenance for the month at the specific property

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### 3.2 Fertilization

The contractor shall provide and spread **5:1:5 SR fertilizer**, at a rate of 50g of product per m<sup>2</sup> in tree rings and tree planters, in strict compliance with the manufacturer's instructions in August, November and February, and **5:1:1 fertilizer**, at a rate of 50g of product per m<sup>2</sup> in September, December, and March.

Fertilizer is not to be forked into the soil but mulched with a 20mm compost layer. Irrigation is to be undertaken prior to and after fertilization. NO burnt or damaged plants will be accepted.

### Penalties:

- Missing the first spread = Warning letter and 30 days to correct
- Missing the second spread = Less 20% of the yearly amount for fertilisation
- Missing the third spread = Less 40% of the yearly amount for fertilisation
- Missing the fourth spread = NDPWI to appoint contractor and main contractor are responsible for the contract amount

## The contractor to supply all consumables to execute the action.

### 3.3 Weed Removal

Where trees with stems less than 75mm in diameter are planted in lawn areas, the contractor shall trim a circle 1m in diameter around the tree and keep this circle free of lawn, weeds, and refuge for a period of two months.

Thereafter, a tree guard is to be installed, as well as a 500mm, 110 diameter PVC pipe that is filled with gravel about 200-300mm from the trunk of the tree. Future watering is to take place via the pipe.

## The contractor to supply all consumables to execute the action.

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The contractor shall remove weeds from tree rings and tree planters in paving as and when they appear and shall remove the weeded material from site daily.

The contractor shall not make use of herbicides, unless otherwise instructed by NDPWI contract manager.

All climbers and other plant material growing into the tree are to be removed and the trees maintained in this cleared manner.

### Penalties per season:

- First time weeds >50mm = Written warning
- Second time weeds >50mm = Less 10% of garden maintenance for the month at the specific property
- Third time weeds >50mm = Less 50% of garden maintenance for the month at the specific property
- Fourth time weeds >50mm = Less 80% of garden maintenance for the
   month at the specific property

### 3.4 Refuge Removal

The contractor shall remove from the tree rings, tree planters and cleared areas around trees in lawn, and cart from the site, all foreign matter including litter, and sundry refuge as and when this becomes evident.

# All refuge is to be removed daily and disposed of at a registered waste disposal site. No refuge may be kept overnight on the Estate.

### Penalties per week:

- First time = Warning letter
- Second time = Less 10% of garden maintenance for the month at the specific property
- Third time = Less 50% of garden maintenance for the month at the specific property
- Fourth time = Less 80% of garden maintenance for the month at the specific property

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The removal of branches will only be undertaken in consultation with NDPWI contract manager and confirmed in writing by NDPWI contract manager.

### 3.5 Pest and Disease Control

The contractor shall make regular inspections to ensure that all trees/pals are free of insects, fungal growth and other pests and diseases, and shall inform NDPWI contract manager immediately should he/she note the presence of any of the above.

Should NDPWI contract manager deem such pests or diseases to be a threat to the condition or health of any tree, he/she may instruct the contractor to apply an approved pesticide or fungicide.

## The contractor to supply all consumables to execute the action.

The contractor shall not make use of insecticides or fungicides without the written approval of NDPWI contract manager. As and when such substances are to be used, it is to be to the manufacturer's specification, using the correct application and protective equipment.

### 3.6 Pruning

The contractor shall make regular inspections and inform NDPWI contract manager should plants interfere with or threaten to damage property or installations, impede circulation, or pose a threat to the safety of persons.

Overhanging tree branches and shrubs must be pruned away from buildings, as and when necessary.

Branches of reasonable size are to be cut into firewood for the oven on site.

All trees shall be crown lifted during the year as part of normal maintenance.

The contractor shall remove basal shoots and shoots from the trunks of trees in lawn, paving and planting beds as and when these occur to encourage good form.

The contractor shall ensure that all pruning work is carried out by suitably qualified and experienced personnel, with the correct equipment and protective clothing.

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## The pruned material is to be disposed of at a registered waste disposal site daily.

Branches shall not be cut flush with the parent limb, but just outside callus collar at the base. The contractor shall not make use of wound sealants unless otherwise instructed by NDPWI contract manager.

All dead Strelitzia nicolai leaves shall be taken off once a month.

### 3.7 Staking and supporting of trees

Newly planted and young trees require support to hold them upright, the contractor shall maintain wooden stakes with a minimum diameter of 40mm and at least 3m long to support such trees.

The contractor shall ensure that the stakes are driven into solid ground within 100-150mm of the stem and shall take care to avoid root damage or crowding.

The contractor shall make regular inspections to ensure that all staked trees have two adjustable plastic tree ties – one at a third of the height of the tree from the ground and the other two thirds from the ground.

These ties are to be adjusted to prevent chafing of the tree. The contractor shall replace and adjust the tree ties as and when required.

If tree staking, and tying has not been undertaken, the contractor is to supply two stakes per tree and the correct number of ties.

## The contractor to supply all consumables to execute the action.

### 3.8 Damaged or dead trees

The contractor shall make regular inspections, and should he note that any tree has lost condition, been damaged, or appear to have died, he shall immediately inform NDPWI contract manager. The contractor shall not remove such plants before they have been inspected by NDPWI contract manager.

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The waste that results from this activity is to be taken to be disposed of at a registered waste disposal site. Branches of reasonable size are to be cut into firewood.

NDPWI contract manager may require the contractor to prune damaged trees, treat pests or diseases, or NDPWI contract manager can request the contractor to replace such trees at bill rates.

## The contractor to supply all consumables to execute the action.

### 4. Annuals

### 4.1 Irrigation

In areas where automatic irrigation has not been installed, the contractor shall irrigate planting beds by means of portable sprinklers and drag-lines so as to prevent soil moisture levels from dropping below the minimum level of 60% with a soil moisture meter.

If an automatic irrigation system is installed, the contractor is expected to ensure the optimal functioning thereof. This includes regular inspections of sprinkler nozzles for blockage & alignment, testing of controllers, confirming timer settings etc.

Soil moisture levels are not to be below the minimum level of 60% as measured with a moisture meter.

### Penalties per season:

- First time soil moisture < 60% = Written warning
- Second time soil moisture <60% = Less 10% of garden maintenance for the month at the specific property
- Third time soil moisture <60% = Less 50% of garden maintenance for the month at the specific property
- Fourth time soil moisture <60% = Less 100% of garden maintenance for the month at the specific property

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### 4.2 Fertilization

The contractor shall provide and spread **ORGANIC SEEDLING FERTILIZER**, in strict compliance with the manufacturer's instructions **EVERY FOUR WEEKS**.

### Penalties:

Missing the first spread = Warning letter and 5 days to correct

 Missing the second spread = Less 20% of the yearly amount for fertilisation

Missing the third spread = Less 40% of the yearly amount for fertilisation

 Missing the fourth spread = NDPWI to appoint contractor and main contractor are responsible for the contract amount

## The contractor to supply all consumables to execute the action.

### 4.3 Weed Removal

The contractor shall ensure that planting beds remain free of weeds. The contractor shall remove weeds as and when they appear and remove them from the site on the same day as they were removed.

### Penalties per season:

• First time weeds >50mm = Written warning

Second time weeds >50mm = Less 10% of garden maintenance for the
 month at the specific property

• Third time weeds >50mm = Less 50% of garden maintenance for the month at the specific property

• Fourth time weeds >50mm = Less 80% of garden maintenance for the month at the specific property

The contractor shall not make use of herbicides in planting beds, unless otherwise instructed, in writing, by NDPWI contract manager.

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## The contractor to supply all consumables to execute the action.

### 4.4 Refuge Removal

The contractor shall remove from the flowerbed areas, and cart from the site, all foreign matter including litter and sundry refuge as and when this becomes evident.

# All refuge is to be removed daily and disposed of at a registered waste disposal site. No refuge may be kept overnight on the Estate.

### Penalties per week:

First time = Warning letter

Second time = Less 10% of garden maintenance for the month

• Third time = Less 50% of garden maintenance for the month

• Fourth time = Less 80% of garden maintenance for the month

### 4.5 Pest and Disease Control

The contractor shall remove from the flowerbed areas and cart from the site all foreign matter including litter and sundry refuge as and when this becomes evident. All refuge and rubble are to be removed daily and disposed of at a registered waste disposal site.

### Penalties per week:

First time = Warning letter

 Second time = Less 10% of garden maintenance for the month at the specific property

 Third time = Less 50% of garden maintenance for the month at the specific property

 Fourth time = Less 80% of garden maintenance for the month at the specific property

### 4.6 Supply dates

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Summer seedlings and seeds must be planted no later than last working day of September.

Winter seedlings and seeds must be planted no later than the last working day of April.

### Penalties per week:

- One week late = Warning letter and 5 working days to rectify
- Two weeks late = Less 25% of total garden maintenance for the month at the specific property
- Three weeks late = Less 50% of total garden maintenance for the month at the specific property
- Four weeks late = Less 100% of total garden maintenance for the month at the specific property

## The contractor to supply all consumables to execute the action.

Annuals are to be supplied by a seedling grower, registered at the Seedling Growers Association of Southern Africa in trays of 198 plants.

All dead blooms, leaves, and stems will be removed, daily.

No irrigation system will be damaged in the process of planting the annuals or the maintenance thereof.

## Any damages to such infrastructure will be for the contractor's account.

### 4.7 Standards of beds

- Beds will be kept free of weeds and true to the type of planting that has been undertaken.
- Annual beds will always be presentable and neat.
- At times of the year when the annuals are changed, priority is to be given to the areas to effect the change in annuals as quickly as possible.

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### 4.8 Quality of seedlings

- Only plants that have been planted according to specification will be accepted by the NDPWI contract manager.
- No wiling, sick, or damaged plants will be accepted.

### 4.9 Preparation of seedling beds

The following notes apply regarding the preparation of the seedling beds:

- Winter: Preparation to commence two to three days prior to the replacement of the annuals, and in consultation with the NDPWI representative.
- Summer: Preparation to commence two to three days prior to the replacement of the annuals, and in consultation with the NDPWI representative.
- All beds must be prepared to a depth of 300mm.
- A layer of compost 150mm thick is placed on top of the bed.
- The compost must be properly worked in with an instrument that has the capacity to work the soil and additives to a depth of 300mm.
- Beds to be levelled and neatly prior to commencing of planting.

### 4.10 Planting specifications

- All beds to be irrigated before and after planting of annuals.
- All annuals are to be planted in triangular format, at 100mm apart as per diagram below.
- Plants to be planted in straight lines with the use of setting out lines.
- Edge plants not to be nearer than 150 mm from grass edges.
- Planted annuals must be the same height as the original soil level.
- All flowers on annuals to be nipped off when planted.
- Irrigate before and after fertilization.
- All left over soil from plant containers be removed from site.

### 4.11 Triangular format for annual planting

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#### Space of 150mm from the lawn edge

Border of 200mm (2 lines)

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### Space of 150mm from the lawn edge Border of 200mm (4 lines)

# #

#### Space of 100mm

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#### 5. Roses

#### 5.1 General

All rose beds will be filled and maintained with mulch 100 mm thick, once sample is approved by NDPWI contract manager.

#### All dead flower heads to be nipped out DAILY.

#### Penalties per week:

- First time >3 dead flower heads per plant = Written warning
- Second time >3 dead flower heads per plant = Less 25% of garden
   maintenance for the month at the specific property
- Third time >3 dead flower heads per plant = Less 50% of garden
   maintenance for the month at the specific property
- ANY seed head on any plants = Less 100% of garden maintenance for the month at the specific property

#### 5.2 Pruning

#### 5.2.1 Bushes:

- Pruning will commence in the month of February and July
- Stems to be not more than 300mm high and not lower than 200mm
- Not more than five stems are to be left

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- All equipment used is to be free from disease
- All pruned refuge is to be removed after pruning and will be removed from site immediately and disposed of at a registered waste disposal site
- Spray pruned roses with lime sulphur
- Mulch rose beds with pine needles or an approved mulch

# Pine needles will be collected on site. The contractor to supply all consumables to execute the action.

#### 5.2.2 Standards:

- Pruning will commence in the month of February and July
- Stems at the crown of the standard are to be not more than 300mm
   high and not lower than 200mm
- Not more than five stems are to be left
- All shoots originating on the main stem are to be removed
- All equipment used is to be free from disease
- All pruned refuge is to be removed after pruning and will be removed from site immediately and disposed of at a registered waste disposal site
- Spray pruned roses with lime sulphur
- Mulch rose beds with pine needles or an approved mulch

# Pine needles will be collected on site. The contractor to supply all consumables to execute the action.

#### 6. Hedges

- No open space in the hedge will be accepted; where plants have died, they
  are to be replaced with the appropriate replacement plant.
- Hedges will always be clipped uniform and even.
- The contractor is to provide A-frames to the specific heights and widths as per the below table.

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- No un-clipped hedges will be accepted.
- Clippings will not be left behind after clipping is done and disposed of in the appropriate manner immediately.
- Hedges will always be healthy and have a neat appearance.

#### Penalties per season:

First time >50mm off specification = Written warning

 Second time >50mm off specification = Less 20% of hedge maintenance for the month at the specific property

• Third time >50mm off specification = Less 50% of hedge maintenance for the month at the specific property

• Fourth time >50mm off specification = Less 100% of hedge maintenance for the month at the specific property

### The contractor to supply all consumables to execute the action.

Area	Name of the hedged plants	Width	Height
Rotunda Park	Abelia Francis mason (start 300mm from mow edge)	300mm	400mm
	Abelia grandiflora		700mm
House 1	Tracheospermum	500mm	300mm
	Bougainvillea	400mm	600mm
House 7	Syzygium	600mm	2000mm
	Abelia	500mm	1500mm
House 8	Bauhinia	900mm	2000mm
	Bougainvillea	600mm	2000mm
	Syzigium	500mm	2000mm
House 9	Bougainvillea	700mm	1900mm
House 10	Durante around vegetable garden	500mm	1000mm
	Bougainvillea	700mm	1900mm

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	Ivy		
	North (level with the pillars)	700mm	
House 11	Syzigium	500mm	1800mm
House 12	Syzigium	500mm	1800mm
	Mix	800mm	1800mm
House 14	Eugenia (South)	800mm	1800mm
	Eugenia (North)	800mm	1900mm
	Plumbago	800mm	1900mm
	North	800mm	2100mm
House 15	North	700mm	1400mm
House 17	Syzigium around tennis court	700mm	1500mm
	Ficus	400mm	700mm
House 18	Abelia	400mm	400mm
	Viburnum	500mm	1800mm
House 19	Eugenia (East and North)	500mm	800mm
	Eugenia (North and West)	800mm	1900mm
House 20	Eugenia	800mm	2500mm
	Plumbago	800mm	1200mm
House 21 A & B	Plumbago	500mm	1100mm
	West	800mm	2100mm
House 22	Plumbago	600mm	600mm
	Carissa	500mm	1600mm
House 23	Plumbago (next to road)	600mm	1200mm
Goede Hoop	Tecomaria (east)	800mm	800mm
	Star jasmine	500mm	1000mm
	Tecomaria (north)	2200mm	1100mm
	Plumbago (north)	1000mm	900mm
	Star jasmine		400mm
	Plumbago (west)	800mm	1000mm

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	Front	700mm	2100mm
VIP & rose garden	Tecomaria capensis	800mm	800mm
	Abelia (outside)	500mm	600mm
	Abelia (inside)	500mm	400mm
Gate 9	Ficus (start 1900mm from the soil)	1200mm	700mm
	Buxus	400mm	400mm
	Buxus (at the back and in next to the gate)	400mm	800mm
House 970	Viburnum	500mm	2300mm
Dumbarton House			
House 896	Buxus	600mm	1800mm
	Syzigium	600mm	1800mm
House 870	Eugenia	800mm	2000mm
House 850	Freylinia	600mm	1800mm

#### 7. Topiary trees

Tree stakes and ties to be used where applicable.

Watering wells to be kept uniform 1 m wide and 20cm high, weed free and filled with mulch 50 mm thick.

Topiaries will always be clipped uniform and even and be neatened as and when required but new growth is not to exceed 50mm.

#### Penalties per season:

Written warning First time >50mm off specification 20% hedge of Second time >50mm off specification Less maintenance for the month at the specific property 50% hedge Third time >50mm off specification Less of maintenance for the month at the specific property Fourth time >50mm off specification Less 100% of hedge maintenance for the month at the specific property

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Clippings will not be left behind after clipping is done and disposed of in the appropriate manner immediately.

Topiaries should always be maintained to have a healthy state and have a neat appearance.

### The contractor to supply all consumables to execute the action.

#### 8. Palm trees

A programme is to be established in consultation with NDPWI contract manager for the pruning and neatening of the palm trees.

This activity is to be undertaken by a suitably qualified and reputed contractor.

Flowers and seeds shall be removed daily before 08:30.

# All refuge is to be removed daily and disposed of at a registered waste disposal site. No refuge may be kept overnight on the Estate.

#### Penalties per week:

- First time >5 seeds or flowers on ground level = Written warning
- Second time >5 seeds or flowers on ground level = Less 50% of garden
   maintenance for the month at the specific property
- Third time >5 seeds or flowers on ground level = Less 100% of garden maintenance for the month at the specific property

#### 9. Creepers

No creepers are to be removed from any walls without the consent or instruction of NDPWI contract manager.

All creepers will be trimmed and kept neat and tidy.

#### 10. Lawns

#### 10.1 Irrigation

In areas where automatic irrigation has not been installed, the contractor shall irrigate lawn areas by means of portable sprinklers and drag-lines so as to prevent soil moisture levels from dropping below the minimum level of 60%. In areas with a shortage of water, flowerbeds get preferential water supply.

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#### Penalties per season:

• First time soil moisture < 60% = Written warning

Second time soil moisture <60% = Less 10% of garden maintenance</li>
 for the month at the specific property

Third time soil moisture <60% = Less 50% of garden maintenance</li>
 for the month at the specific property

• Fourth time soil moisture <60% = Less 100% of garden maintenance for the month at the specific property

#### 10.2 Mowing

The contractor shall mow all lawn areas as required to maintain Kikuyu and Cynodon lawn areas at a length between 10mm and 20mm from soil level.

The contractor shall mow "All Seasons Evergreen" and "Shade-over" lawn areas between 20mm and 40mm and to ensure that all lawn areas retain a neat, uniform appearance.

#### Penalties per month:

First time >5mm off specification = Written warning

 Second time >5mm off specification = Less 25% of lawn maintenance for the month at the specific property

 Third time >5mm off specification = Less 75% of lawn maintenance for the month at the specific property

 Fourth time >5mm off specification = NDPWI appoint a contractor for the expense of the main contractor to do the mowing for the contract period

Grass shall be cut with a cylinder lawnmower equipped with a bucket. No exceptions will be made.

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# The contractor will not be allowed to start working if all lawnmowers are not cylinder lawnmowers.

Lawnmowers shall be washed between cutting the different lawn species, with soap and water to prevent deceases and the spreading of lawn species between different lawn species. The contractor will be held liable for removing unwanted species of lawn.

The contractor shall ensure that lawnmowers are set to remove no more than one third of the leaf blade in a single cutting.

The contractor shall avoid scalping of lawn by ensuring that lawnmower wheels are not allowed to drop off the lawn at places such as bed edges and paving.

The contractor shall not cut lawn when it is wet.

The contractor shall remove all grass cuttings from the site immediate after mowing. No cuttings are to be disposed of in flowerbeds or stockpiled elsewhere on site.

The contractor shall ensure that mower blades are kept sharp and that leaf blades are cut cleanly.

The contractor shall inspect lawn areas for stones and other refuge prior to mowing to avoid damage to mower blades and property by such stones or refuge.

The contractor shall not make use of growth-inhibiting Agents, unless otherwise instructed by NDPWI contract manager.

#### 10.3 Edge Trimming

#### The contractor shall trim all lawn edges, with an edge trimmer on three wheels designed to cut edges and not a handheld brush cutter, simultaneously to mowing the lawn.

The contractor shall remove all edge trimmings from the site on the same day, no trimmings are to be disposed of in flowerbeds or stockpiled on site.

The contractor shall not trim lawn edges when they are wet.

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The contractor shall ensure that no damage is caused to plants or structures because of edge trimming activities.

The contractor shall trim vertical growth at lawn edges, where the lawn meets paving, walls, poles, tree trunks and any other element, to the same height as the lawn has been mown and shall ensure that scalping of the lawn in these areas does not occur.

The contractor shall trim surface and subsurface lawn shoots and runners at bed edges, making use of edge trimmers and spades as required, and shall cause minimal disturbance to soil at the bed edges. The contractor shall ensure that bed lines remain true and do not vary from their original alignment. Shoots and runners are to be removed from the flower beds.

The contractor shall trim lawn edges where these meet paved areas to the outer edge of the paving. The contractor shall ensure that lawn does not overgrow paving but shall not trim outside of the edge of the paving, so that the true alignment of the paving edge remains evident.

The contractor shall not make use of growth-inhibiting Agents, unless otherwise instructed by NDPWI contract manager.

#### Penalties per month:

- First time >5mm off specification = Written warning
- Second time >5mm off specification = Less 25% of lawn maintenance for the month at the specific property
- Third time >5mm off specification = Less 75% of lawn maintenance for the month at the specific property
- Fourth time >5mm off specification = NDPWI appoint a contractor for the expense of the main contractor to do the moving for the contract period

#### 10.4 Fertilization

The contractor shall provide and spread **5:1:5 SR fertilizers** at a rate of 50gr of product per m<sup>2</sup> of lawn, in strict compliance with the manufacturer's instructions in October, November, and February.

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The contractor shall provide and spread **4:1:1 with Carbadust fertilizers** at a rate of 50gr of product per m<sup>2</sup> of lawn, in strict compliance with the manufacturer's instructions in September, December, and April

All fertilizer shall be distributed according to specifications by means of a calibrated fertilizer distributor.

#### Penalties:

- Missing the first spread = Warning letter and 30 days to
- Missing the second spread = Less 20% of the yearly amount for fertilisation
- Missing the third spread = Less 40% of the yearly amount for fertilisation
- Missing the fourth spread = NDPWI appoint a contractor for the expense of the main contractor to do the fertilizing for the contract period

#### NO burnt or damaged turf will be accepted.

## The contractor to supply all consumables to execute the action.

All lawn areas are to be irrigated before and after fertilization.

#### 10.6 Weed Removal

The contractor shall ensure that lawns remain free of weeds. The contractor shall remove weeds as and when they appear and shall dispose of the rubble off site immediately. The contractor shall avoid undue disturbance of the soil structure during weed removal.

Grass species other than those specified for the different lawn areas by NDPWI contract manager shall be treated as weeds.

If such substance is to be used, they are to be applied as per the manufacturer's specifications, using the correct equipment and wearing the required protective clothing.

#### Penalties per season:

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First time weeds >50mm
 Written warning

Second time weeds >50mm = Less 10% of lawn maintenance for

the month at the specific property

Third time weeds >50mm = Less 50% of lawn maintenance for

the month at the specific property

Fourth time weeds >50mm
 Less 80% of lawn maintenance for

the month at the specific property

### The contractor to supply all consumables to execute the action.

#### 10.7 Refuge Removal

The contractor shall remove from the lawns and cart from the site all foreign matter including litter, flowers, and sundry refuge as and when this becomes evident.

#### 10.8 Pest and Disease Control

The contractor shall make regular inspections to ensure that the lawns are free of insects, fungal growth and other pests and diseases, and shall inform NDPWI contract manager immediately should he/she note the presence of same.

Should NDPWI contract manager deem such pests or diseases to be a threat to the condition or health of the lawn, he may instruct the contractor to apply an approved product.

### The contractor to supply all consumables to execute the action.

The substances are to be applied as per the manufacturer's specifications, with the appropriate equipment, by a suitably qualified person who is wearing the required protective equipment.

The contractor shall not use insecticides or fungicides without the written approval of NDPWI contract manager.

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#### 10.9 Spring treatment of lawns

The contractor is to annually (August) spring treat lawns by scarification and aeration of lawn areas to remove thatch or excess organic material by means of a scarifying machine and **not a lawnmower**.

Spring treatment must be completed no later than the end of September.

All excess organic material generated from this process is to be removed from site immediately, and may not be disposed of in flowerbeds, nor be stockpiled on site.

The contractor shall supply and spread suitable lawn dressing, consisting of a mixture of 50% silica sand and 50% sifted compost, as a top-dressing not exceeding 15mm in thickness to eliminate all unevenness in lawns.

#### Penalties:

 Spring treatment > 30 days overdue = NDPWI appoint a contractor, for the expense of the main contractor, to do the spring treatment for the contract period

### The contractor to supply all consumables to execute the action.

Care shall be taken to remove all irregularities in the lawn levels during the process to ensure an even surface. A top-dressing shall be applied to fill in any depressions in the lawn.

#### 10.10 Lawn Repair

Should bare patches larger than 250mm in diameter occur in the lawn area, the contractor shall supply, and plant lawn plugs of the appropriate grass species at a density of 25/m², after cultivating the bare area in the appropriate manner.

The contractor shall supply and spread suitable topsoil in a top-dressing not exceeding 15mm in thickness to eliminate all unevenness in lawns.

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### 11. Natural Areas: Maintenance of Fire Beaks and Veldt grass areas

#### 11.1 Mowing of firebreaks and veldt grass areas

Along the perimeter of the properties and areas as indicated in the site drawings, the veldt grass is to be cut to a width of 10m regularly, and to a length not exceeding 200mm in height.

#### Cuttings must be removed once a year.

#### Penalties per annum:

- First time >50mm higher of >500mm narrower than specification =
   Writing warning
- Second time >50mm higher of >500mm narrower than specification = Less
   50% of firebreak maintenance for the month at the specific property
- Third time >50mm higher of >500mm narrower than specification = Less 50% of firebreak maintenance for the month at the specific property
- Fourth time >50mm higher of >500mm narrower than specification =
   NDPWI appoint a contractor, for the expense of the main contractor, to do the firebreak maintenance for the contract period

The contractor shall be held responsible for all damages or injury, in the case of a veldt fire, and the fire breaks are not to specification.

his can be undertaken by brush cutter or slasher.

#### 11.2 Watering

All natural areas will depend on natural rainfall for survival. Only under extreme drought conditions the NDPWI, in writing, may request the contractor to water these areas to avoid the plant cover dying out, or the loss of specific species more susceptible to drought.

#### 11.3 Weed removal

The contractor will take measures to ensure that all natural areas are free of weeds. Special care shall be taken to remove declared weeds and invaders and other exotic species that may establish in the natural areas.

#### Penalties per invader plant:

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- One written warning, and the invader plants must be removed within 22 working days
- Second time = R10,000.00 per plant

#### 11.4 Refuge removal

All refuge shall be collected and removed from the natural areas by the contactor, and he shall dispose thereof off-site immediately.

#### 11.5 Pest and disease control

The contactor shall inspect the natural areas on a regular basis to establish that the area is free of all pests and diseases. He shall take the necessary measures to treat any infestations in consultation with the Agent.

#### 12. Fences

#### 12.1 Clearing along boundary and electric fences

Line of sight must be uninterrupted along the whole length of the fence. All vegetation must prune away to a minimum of 400mm but not exceeding 600mm.

#### **Penalties**

- First time not clear = Warning letter
- Second time not clear = Less 50% of monthly invoice
- Third time not clear = NDPWI appoint a contractor for the expense of the main contractor to do the clear the fence lines for the contract period

#### 12.2 Refuge removal

All refuge shall be collected and removed along the boundary wall by the contactor, and he shall dispose thereof off-site immediately at a registered waste disposal site.

#### 13. Paving & Gravel pathways

#### 13.1 Cleaning & repair

The contractor shall ensure that all paving areas and edging, which shall include kerbs, tree rings, header courses and mowing edges, remain free of all dirt and refuge by blowing and/or vacuuming paving areas and edging as and when such dirt or refuge becomes evident.

#### Penalties per month:

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First time weeds are >20mm high = Warning letter and 24 hours to

Second time weeds are >20mm high = 20% of hard surface maintenance
 at the specific property for the month

• Third time weeds are >20mm high = 50% of hard surface maintenance at the specific property for the month

Fourth time weeds are >20mm high = 100% of hard surface maintenance
 at the specific property for the month

The contractor shall collect the resulting sweepings and dispose thereof at a registered waste disposal site. In areas were excessive sweeping occurred and the level of the pathways are uneven the contractor is to bring in gravel or boiler ash to level paths.

### The contractor to supply all consumables to execute the action.

Should sweeping or vacuuming be insufficient to remove dirt or refuge from the paving, NDPWI contract manager may require the contractor to wash down paving and edging with water and brushes at bill rates.

Should oil or hydro-carbon pollution from vehicles or any other source occur, NDPWI contract manager may instruct the contractor to make use of peat fibre to remove fats or oil from paving at bill rates.

#### 13.2 Weed Removal

The contractor shall undertake regular inspections to ensure that pathways and edging remain free of weeds.

Should weeds become evident in pathways or edging, the contractor shall treat them with an appropriate contact herbicide, lift them from the paving or edging and cart them from the site as soon as they have died.

### The contractor to supply all consumables to execute the action.

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The contractor shall ensure that herbicide application is carried out by suitably trained personnel only. The application of the herbicide is to be in line with manufacturers specifications.

Herbicide shall not be applied when rain seems imminent.

#### 13.3 Pest Control

The contractor shall make regular inspections to ensure that paving and edging are free of pests and shall inform NDPWI contract manager immediately if he notes the presence of any of the above.

The contractor shall take measures to control populations of pests that, in the opinion of NDPWI contract manager, pose a threat to the appearance of the paving or edging.

### The contractor to supply all consumables to execute the action.

#### 14. Road surfaces

#### 14.1 Cleaning & repair

The contractor shall ensure that all road surfaces (dirt, paving or tar roads), remain free of all dirt, weeds, grass, and refuge by sweeping and/or blowing the areas daily. The contractor shall collect the resulting sweepings and dispose thereof at a registered waste disposal site **on the same day** as when the activity took place. In areas were excessive sweeping occurred, or naturally washed away, and the level of the roads are uneven the contractor is to bring in gravel, boiler ash, or cold asphalt to level the area.

### The contractor to supply all consumables to execute the action.

Should oil or hydro-carbon pollution from vehicles or any other source occur, NDPWI contract manager may instruct the contractor to make use of peat fibre to remove fats or oil from the surface. NDPWI contract manager may request the contractor to prepare a quotation for the removal of such stains.

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#### 14.2 Weed Removal

The contractor shall undertake regular inspections to ensure that road surface and edging remain free of weeds.

Should weeds become evident in paving or edging, the contractor shall treat them with an appropriate contact herbicide, lift them from the road surface or edging and cart them from the site as soon as they have died.

### The contractor to supply all consumables to execute the action.

The contractor shall ensure that herbicide application is carried out by suitably trained personnel only. The application of the herbicide is to be in line with manufacturers specifications.

Herbicide shall not be applied when rain seems imminent.

#### 14.3 Pest Control

The contractor shall make regular inspections to ensure that paving and edging are free of pests and shall inform NDPWI contract manager immediately if he notes the presence of any.

The contractor shall take measures to control populations of pests that, in the opinion of NDPWI contract manager, pose a threat to the appearance of the paving or edging.

### The contractor to supply all consumables to execute the action.

#### 14.4 Structural integrity

The contractor shall make regular inspections of the surfaces. Should displacement by roots, subsidence, deterioration of grouting, cracks or damage to pavers, kerbs or tree rings become evident, the contractor shall immediately notify NDPWI contract manager.

#### 15. Landscape Structures

For the purposes of these specifications, landscape structures are taken to include seats, benches, retaining walls and systems, steps and balustrades, planter walls,

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plant pots and containers, dustbins, bollards, "braai" structures and worktops, plant support pergolas and trellises, screen fences, and solar panels.

The definition shall exclude security fencing, floodlights, signage, and loose furniture not belonging to the employer.

#### 15.1 Cleaning

The contractor shall ensure that all landscape structures remain free of all dirt and refuge by brushing, wiping and/or washing these down as and when required, making use of suitable detergents should this be necessary.

#### 15.2 Pest Control

The contractor shall make regular inspections to ensure that landscape structures are free of pests and shall inform NDPWI contract manager immediately when he notes the presence of pests.

The contractor shall take measures to control populations of pests that, in the opinion of NDPWI contract manager, pose a threat to the structure or its intended users.

#### 15.3 Finishes

The maintenance contractor is to inspect all landscape elements as defined above on a regular basis. Should any repairs be required, NDPWI contract manager is to be informed immediately.

#### 15.4 Structural integrity

The contractor shall make regular inspections of landscape structures. Should displacement by roots, subsidence, deterioration of grouting, cracks or damage to components become evident, the contractor shall immediately notify NDPWI contract manager.

#### 15.1 Swimming pools

The contractor shall ensure the swimming pools are always fully functional.

The contractor's responsibility for the maintenance of the swimming pool starts from the main power supply (DV box) from the main house and is all inclusive.

#### 15.1.1 Cleaning

The contractor shall ensure that swimming pools remains free of leaves, litter and other refuge.

The contractor is to maintain the cleaning equipment in a working order.

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#### 15.1.2 Filtration Equipment

The contractor shall empty leaf traps daily and flush or backwash strainer tanks, as and when required, to ensure that the filtration and water-flow reticulation systems always function optimally.

The contractor shall make daily inspections of swimming pools and immediately inform NDPWI contract manager of any leaks, damage or loss of functionality to NDPWI contract manager.

#### 15.1.3 Malfunctioning

If a swimming pool fails to be operational in terms of the design intent, the contractor is to investigate the situation, and provide NDPWI contract manager with a written report stating the problem, as well as recommendations of how to rectify the problem.

On written consent the contractor shall start the repair the swimming pool within 24 hours after malfunction is reported.

In the event of a stolen pump a SAPS case number must be obtained from SAPS Sunnyside and the stolen pump claim from insurance.

In the event of a creepy malfunction the creepy must be replace immediately, and the malfunctioned one repair.

The contractor to supply all consumables to execute the action.

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#### 15.1.4 Chemicals

The contractor shall maintain the optimum chemical levels in the swimming pools throughout the year by testing the water once a week and at a specialized shop once a month.

The contractor shall supply a comprehensive report with all test results monthly.

#### Penalties for the whole contract period:

- First time water quality incorrect = Warning letter and 24 hours
- Second time water quality incorrect = Less 50% of swimming pool
   maintenance for the month
- Third time water quality incorrect = Less 100% of swimming pool maintenance for the month
- Fourth time water quality incorrect = NDPWI appoint a contractor for the expense of the main contractor to do the water feature maintenance for the contract period

### The contractor to supply all consumables to execute the action.

#### 15.2 Irrigation Systems

The contractor is responsible for maintenance on all the pipes, sprayers, controllers, booster pumps, from the main power supply (DV box) from the main house and is all inclusive.

#### 15.2.1 Spray heads and Filers

The contractor shall make regular inspections to ensure that all irrigation nozzles are fully operational, set to the correct arc and are not blocked by plants or sunken below grade.

The contractor shall adjust irrigation nozzles, clean the filers, clean in-line filers and adjust the height of sprinklers, as and when required.

Broken or stolen sprayers and sprayer heads are to be replaced immediately by the contractor as part of the on-going maintenance of the irrigation systems.

#### Only Rainbird products to be used.

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### The contractor to supply all consumables to execute the action.

#### 15.2.2 Controllers

The contractor shall ensure that the irrigation controllers are set to apply precipitation to prevent soil moisture levels from dropping below the minimum level of 60%.

In the event of the controller become un-operational, the contractor must inform the NDPWI contract manager immediately and to replace the Hunter controller, decoder, Tbos, or repair the two-cable system.

### The contractor to supply all consumables to execute the action.

#### 15.2.3 Booster pumps

The contractor shall ensure that the booster pumps are in a working condition and protected against water damage.

If the pumps are damage due to the negligence of the contractor to protect it against water damage, pump failure, the contractor is responsible to replace the pump within 48hours.

#### Conforto pump shall be used.

### The contractor to supply all consumables to execute the action.

#### 15.2.4 Boreholes

The contractor shall within the first three months after commencement of the contract, do a conditional survey of all the boreholes and report on the following:

- Depth of the borehole
- Delivery rate of the borehole as test and provide a test certificate
- Type and size of pump used in the borehole
- Any suggestions to utilize the borehole to an optimal sustainable standard

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If the borehole pump fails, the contractor must inform the NDPWI project manager immediately and replace the borehole pump.

#### 15.2.5 System functionality

The contractor shall make weekly inspections of the irrigation systems and immediately report to NDPWI contract manager any damaged components, leaks or loss of functionality of the system.

In the event of water loss, the repair is to be affected immediately and NDPWI contract manager notified.

### The contractor to supply all consumables to execute the action.

#### 16 Gutters and storm water reticulation

Gutters are to be inspected weekly, and kept clean of leaves, twigs, and all other refuge.

Proper PPE and safety measures must be in place during the inspection and cleaning.

The contractor shall make regular inspections to ensure that all storm-water inlets, catch-pits and drainage channels in paved or landscaped areas remain clear and free of refuge.

The contractor shall clear soil, vegetation, litter and all other refuge from such inlets, catch-pits, and drainage channels as and when required.

#### 16.1 Structural Integrity

The contractor shall make regular inspections of storm water inlets, catch pits and drainage channels, and immediately report to NDPWI contract manager any damage or loss of functionality of such storm-water reticulation.

#### Penalties for the whole contract period:

- First time gutters or storm water not clean = Warning letter and 24
   hours to correct
- Second time gutters or storm water not clean = Less 50% of gutter
   and storm water maintenance for the month

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- Third time gutters or storm water not clean = Less 100% of gutter and storm water maintenance for the month
- Fourth time gutters or storm water not clean = NDPWI appoint a
  contractor for the expense of the main contractor to clean the gutters and storm
  water reticulation system for the contract period

#### 17 Dustbins & refuge removal from the site

All domestic dustbins are to be cleaned and washed out twice weekly.

In prominent areas, the dustbins are to be monitored and emptied as soon as they are full. No dustbins are to overflow with litter.

Dustbins are to be lined with a plastic bag and secured.

All refuge to be removed daily from site and disposed of at an appropriately registered waste disposal site.

No bags are allowed to stay overnight on site

No dumping is allowed on site.

#### Penalties for the whole contract period:

- First time rubble is left overnight = Warning letter and 8 hours to
- Second time rubble is left overnight = Less 50% of total maintenance for the specific area
- Third time rubble is left overnight = Less 100% of total maintenance for the specific area
- Fourth time rubble is left overnight = NDPWI appoint a contractor, **for**

the expense of the main contractor, to remove the rubble

for the rest of the contract period

#### **IRRIGATION SPECIFICATION**

#### 18.1 Supply and installation of irrigation systems

Please note that the NDPWI do not have the designs for the irrigation systems.

#### 18.2 Standardization of equipment

The following product will be used in the irrigation systems:

Conforto booster pumps

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- Rainbird sprayers
- Rainbird nozzles
- Hunter controllers
- Hunter decoders

#### 18.3 Specification on installation of irrigation:

#### 18.3.1 Description of the work

The work comprises of the supply, installation, and commissioning of an automatic irrigation system in the areas as indicated. Included in the work are the installation of the sprinklers, pipelines, solenoid control valves, irrigation controllers, storage tanks, equipping of boreholes, booster pumps and the supply of a drawing of the irrigation system/ installation as well as a working manual of the system.

#### 18.3.2 Personnel

A responsible person is to be appointed upon commencement of the contract. This person should be qualified to interpret and act in accordance with all irrigation drawings and instructions. All works to comply with the L.I.A. unit of standards.

All personnel to wear a neat uniform to identify the company they work for. Personnel are not permitted to wonder around on premises.

Additional staff will be required to do the installations and NOT the maintenance staff on site.

#### 18.4 Parts Specification

#### 18.4.1 Sprinklers

Sprinklers to be installed must be concreted, to avoid unsteadiness. The sprinkler shall be self-flushing with each retraction of the piston. The sprinkler must accept standard female thread nozzles. All sprinkler part must be accessible by removing the threaded top.

#### 18.4.2 Bubblers

Bubblers must be used for all tree rings and hedges, to allow for even irrigation throughout the entire irrigation system. The low density pipelines must be used as the spray lines for the drippers. The bubbler must be attached to the end of a riser  $\pm$  50mm above the ground surface. The bubbler must be inserted into a PVC pipe and filled with crusher stone as to prevent any blocking of the bubbler.

A 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate



#### 18.4.3 Valves

Solenoid valves are to be in positions adjacent to and 300 mm away from any paving. Under no circumstances are solenoid valves to be in plant beds and in lawn areas other than specified positions.

#### 18.5 Pipes

#### 18.5.1 HDPE

Mainline pipes must be of Class 6 or higher. Cepex compressor fittings are to be used on HDPE pipes.

#### 18.5.2 LDPE Pipes 4

Sprinkler pipes in the general layout drawings downstream of the control valves of low density Polyethylene pipe for operation at maximum 4.0 bars nominal pressure. Fittings for LDPE pipes must be of the "Full Flow" brand.

#### 18.6 Electrical

All electrical work is to comply with local municipal codes.

Irrigation controllers shall be suitably earthed and shall have a Zap trap surge arrestor fitted on the 240V power input. Controllers must be adjusted as to fit in with the seasons.

#### 18.7 Trenching

Excavation, backfilling, and compaction of trenches will be for the account of the tenderer. The backfill material surrounding the pipe by 50 mm, shall be free of rock or other hard materials.

### Contractor to supply river sand to bed the pipes in if insufficient rock free soil is available

#### 18.8 Warranty

To protect the client's interest, regarding a quality irrigation system and ongoing onsite supervision and consultation during the project, only quality material to be used on the project. The terms and conditions of the warranty or guarantee shall be clearly stated and shall not be for less than 12 months from the date of handover of the completed system.

A 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate



#### 18.9 Water

There will be four sources of water

From tanks as prescribed in the item list

From municipal connections or Rand water connections

From existing boreholes or reservoir dams on site

Reservoirs of storage tanks to be provided by contractor

All premises are protected by heritage, and that existing landscape must be taken in consideration. All work to be done must be in conjunction with existing landscape. All built structures must be protected during the installation process.

A 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate



296 Dumbarton Rd (House 1) Property code 016 038					
Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Pruning of roses	ea.	20			•
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	1000			
Fertilizing of flowerbeds	m²	1100			
Fertilizing of lawns	m <sup>2</sup>	1000			
Maintain hedges	_	70			
Mowing of lawns	m²	1000			
Maintain flowerbeds	m <sup>2</sup>	1100			
Cleaning of paved areas	m²	350			
Cleaning of gutters and stormwater	٤	20			
Irrigation maintenance	ea.	П			
Admin cost					
TOTAL					

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18 Colroyn Rd (House 7) Property code 011 087					
Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Pruning of roses	ea.	15			
Fertilizing of flowerbeds	m <sup>2</sup>	1600			
Fertilizing of lawns	m <sup>2</sup>	1600			
Maintain hedges	_	40			
Mowing of lawns	m <sub>2</sub>	1600			
Maintain flowerbeds	m <sub>2</sub>	1600			
Cleaning of paved areas	m²	640			
Cleaning of gutters and stormwater	٤	80			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					

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18 Colroyn Rd (House 8) Property code 011 089					
Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Pruning of roses	ea.	45			
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	2000			
Fertilizing of flowerbeds	m <sub>2</sub>	2100			
Fertilizing of lawns	m <sup>2</sup>	2000			
Maintain hedges	_	30			
Mowing of lawns	m <sub>2</sub>	2000			
Maintain flowerbeds	m <sup>2</sup>	2100			
Cleaning of paved areas	m <sup>2</sup>	029			
Cleaning of gutters and stormwater	E	100			
Irrigation maintenance	ea.	1			
Borehole maintenance	ea.	1			
Admin cost					
TOTAL					

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9 Rothsay St (House 9) Property code 011 092					
Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Fertilizing of flowerbeds	m <sub>2</sub>	400			
Fertilizing of lawns	m <sup>2</sup>	400			
Maintain hedges	_	30			
Mowing of lawns	m <sup>2</sup>	400			
Maintain flowerbeds	m <sup>2</sup>	400			
Cleaning of paved areas	m <sup>2</sup>	630			
Cleaning of gutters and stormwater	٤	125			
Admin cost					
TOTAL					
13 Rothsay St (House 10) Property code 011 094					
Pruning of roses	ea.	30			
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	200			
Fertilizing of flowerbeds	m <sup>2</sup>	1600			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Fertilizing of lawns	m <sub>2</sub>	1350			
Maintain hedges	٤	70			
Mowing of lawns	m²	1350			
Maintain flowerbeds	m <sub>2</sub>	1600			
Cleaning of paved areas	m <sup>2</sup>	1030			
Cleaning of gutters and stormwater	٤	135			
Water feature maintenance	_	100			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					
11 Colroyn Rd (House 11) Property code 011 097					
Pruning of roses	ea.	9			
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	2900			
Fertilizing of flowerbeds	m²	2100			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Fertilizing of lawns	m <sub>2</sub>	2900			
Maintain hedges	_	130			
Mowing of lawns	m²	2900			
Maintain flowerbeds	m <sub>2</sub>	2100			
Cleaning of paved areas	m²	1080			
Cleaning of gutters and stormwater	E	138			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					
12 Colroyn Rd (House 12) Property code 015 932					
Pruning of roses	ea.	75			
Scarify, hollowtiner, import and spread of lawn dressing	m²	2500			
Fertilizing of flowerbeds	m <sup>2</sup>	2400			
Fertilizing of lawns	m <sub>2</sub>	3600			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Maintain hedges	_	65			
Mowing of lawns	m <sup>2</sup>	3600			
Maintain flowerbeds	m <sub>2</sub>	2400			
Cleaning of paved areas	m²	1330			
Cleaning of gutters and stormwater	٤	140			
Irrigation maintenance	ea.	1			
Borehole maintenance	ea.	1			
Admin cost					
TOTAL					
14 Wenlock St (House 14) Property code 014 946					
Pruning of roses	ea.	30			
Scarify, hollowtiner, import and spread of lawn dressing	m²	4800	,		
Fertilizing of flowerbeds	m <sub>2</sub>	2100			
Fertilizing of lawns	m <sub>2</sub>	4800			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Maintain hedges	_	75			
Mowing of lawns	m <sup>2</sup>	4800			
Maintain flowerbeds	m <sup>2</sup>	2100			
Cleaning of paved areas	m <sup>2</sup>	2020			
Cleaning of gutters and stormwater	٤	140			
Irrigation maintenance	ea.	1			
Borehole maintenance	ea.	Н			
Admin cost					
TOTAL					
15 Colroyn St (House 15) Property code 015 949					
Maintain hedges	1	80			
Mowing of lawns	m²	3200			
Maintain flowerbeds	m <sub>2</sub>	2300			
Cleaning of paved areas	m <sub>2</sub>	300			
					1

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Cleaning of gutters and stormwater	٤	138			
Admin cost					
TOTAL					
156 Dumbarton Rd (House 6 swimming pool) Property code 106 119					
Fertilizing of flowerbeds	m <sub>2</sub>	006			
Fertilizing of lawns	m <sub>2</sub>	1000			
Maintain hedges	٤	75			
Mowing of lawns	m <sub>2</sub>	1000			
Maintain flowerbeds	m <sub>2</sub>	006			
Cleaning of paved areas	m²	1340			
Cleaning of gutters and storm water	E	30			
Swimming pool maintenance	lit	70000			
Borehole maintenance	ea.	1			
Admin cost					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
TOTAL					
17 Wenlock St (House 17) Property code 015 964					
Pruning of roses	ea.	09			
Scarify, hollowtiner, import and spread of lawn dressing	m²	3700			
Fertilizing of flowerbeds	m <sup>2</sup>	2400			
Fertilizing of lawns	m <sup>2</sup>	3700			
Maintain hedges	_	130			
Mowing of lawns	m²	3700			
Maintain flowerbeds	m²	2400			
Cleaning of paved areas	m²	1700			
Cleaning of gutters and stormwater	ш	119			
Irrigation maintenance	ea.	Н			
Admin cost					
TOTAL					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
13 Wenlock St (House 18) Property code 015 971					
Pruning of roses	ea.	09			
Scarify, hollowtiner, import and spread of lawn dressing	m²	5200			
Fertilizing of flowerbeds	m <sub>2</sub>	2500			
Fertilizing of lawns	m <sup>2</sup>	5200			
Maintain hedges	_	160			
Mowing of lawns	m²	5200			
Maintain flowerbeds	m <sup>2</sup>	2500			
Cleaning of paved areas	m²	1700			
Cleaning of gutters and stormwater	E	119			
Irrigation maintenance		1			
Admin cost					
TOTAL					
26 George Washington (House 19) Property code 015 989					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Pruning of roses	ea.	09			
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>	4900			
Fertilizing of flowerbeds	m <sup>2</sup>	2100			
Fertilizing of lawns	m <sub>2</sub>	4900			
Maintain hedges	_	220			
Mowing of lawns	m <sub>2</sub>	4900			
Maintain flowerbeds	m <sub>2</sub>	2100			
Cleaning of paved areas	m <sub>2</sub>	1770			
Cleaning of gutters and stormwater	٤	119			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					
20 George Washington (House 20) Property code 015 999					
Pruning of roses	ea.	45			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	3700			
Fertilizing of flowerbeds	m <sub>2</sub>	2700			
Fertilizing of lawns	m <sub>2</sub>	3700			
Maintain hedges	_	220			
Mowing of lawns	m <sub>2</sub>	3700			
Maintain flowerbeds	m²	2700			
Cleaning of paved areas	m <sup>2</sup>	1850			
Cleaning of gutters and stormwater	٤	119			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					
21 George Washington (House 21 A) Property code 016 028					
Pruning of roses	ea.	09			
Fertilizing of flowerbeds	m²	006			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Fertilizing of lawns	m <sub>2</sub>	800			
Maintain hedges	_	09			
Mowing of lawns	m <sup>2</sup>	800			
Maintain flowerbeds	m <sub>2</sub>	006			
Cleaning of paved areas	m <sup>2</sup>	350			
Cleaning of gutters and stormwater	٤	75			
Irrigation maintenance	ea.	1			
Borehole maintenance	ea.	1			
Admin cost					
TOTAL					
21 George Washington (House 21 B) Property code 016 075					
Fertilizing of flowerbeds	m <sup>2</sup>	1000			
Fertilizing of lawns	m <sup>2</sup>	3400			
Maintain hedges	_	100			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Mowing of lawns	rm²	3400			
Maintain flowerbeds	m <sup>2</sup>	1000			
Cleaning of paved areas	m <sup>2</sup>	930			
Cleaning of gutters and stormwater	٤	75			
Admin cost					
TOTAL					
House 22 Property code 016 005					
Pruning of roses	ea.	40			
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>	2600			
Fertilizing of flowerbeds	m <sup>2</sup>	1800			
Fertilizing of lawns	m <sup>2</sup>	2600			
Maintain hedges	_	20			
Mowing of lawns	m <sup>2</sup>	2600			
Maintain flowerbeds	m <sup>2</sup>	1800			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Cleaning of paved areas	m <sub>2</sub>	096			
Cleaning of gutters and stormwater	٤	86			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					
House 23 Property code 016 011					
Pruning of roses	ea.	40			
Scarify, hollowtiner, import and spread of lawn dressing	m²	2500			
Fertilizing of flowerbeds	m <sub>2</sub>	1900			
Fertilizing of lawns	m <sup>2</sup>	2500			
Maintain hedges	_	20			
Mowing of lawns	m <sup>2</sup>	2500			
Maintain flowerbeds	m²	1900			
Cleaning of paved areas	m <sup>2</sup>	096			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Cleaning of gutters and stormwater	E	86			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					
14 Nassau Street Property code 042 989					
Fertilizing of flowerbeds	m <sub>2</sub>	200			
Fertilizing of lawns	m <sub>2</sub>	150			
Maintain hedges	_	20			
Mowing of lawns	m <sup>2</sup>	8000			
Maintain flowerbeds	m <sub>2</sub>	200			
Cleaning of paved areas	m²	180			
Cleaning of gutters and stormwater	٤	40			
Admin cost					
TOTAL					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
166 Dumbarton Property code 011 084					
Pruning of roses	ea.	30			
Scarify, hollowtiner, import and spread of lawn dressing	m²	2000			
Fertilizing of flowerbeds	m <sup>2</sup>	2400			
Fertilizing of lawns	m <sup>2</sup>	2000			
Maintain hedges	_	70			
Mowing of lawns	0	800			
Maintain flowerbeds	m <sub>2</sub>	029			
Cleaning of paved areas	m²	700			
Cleaning of gutters and stormwater	٤	45			
Swimming pool maintenance	_	70000			
Water feature maintenance		2000			
Irrigation maintenance	ea.	Н			
Admin cost					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
TOTAL					
851 Government Ave (House 850) Property code 016 054					
Pruning of roses	ea.	50			
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	1800			
Fertilizing of flowerbeds	m <sub>2</sub>	1900			
Fertilizing of lawns	ти²	1800			
Maintain hedges	_	34			
Mowing of lawns	m²	1800			
Maintain flowerbeds	m <sup>2</sup>	1900			
Cleaning of paved areas	m <sub>2</sub>	550			
Cleaning of gutters and stormwater	٤	105			
Swimming pool maintenance	_	75000			
Irrigation maintenance	ea.	Н			
Borehole maintenance	ea.	1			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Admin cost					
TOTAL					
142 Eastwood Rd (House 870) Property code 154 151					
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>	0			
Fertilizing of flowerbeds	m <sub>2</sub>	200			
Fertilizing of lawns	m <sup>2</sup>	300			
Maintain hedges	-	20			
Mowing of lawns	m <sup>2</sup>	300			
Maintain flowerbeds	m <sup>2</sup>	200			
Cleaning of paved areas	m <sub>2</sub>	1120			
Cleaning of gutters and stormwater	٤	135			
Admin cost					
TOTAL					
892 Government Ave (House 896) Property code 016 064					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Pruning of roses	ea.	45			
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	1700			
Fertilizing of flowerbeds	m <sup>2</sup>	2100			
Fertilizing of lawns	m <sub>2</sub>	1700			
Maintain hedges	_	65			
Mowing of lawns	m <sub>2</sub>	1700			
Maintain flowerbeds	m²	2100			
Cleaning of paved areas	m²	1940			
Cleaning of gutters and stormwater	٤	135			
Irrigation maintenance	ea.	1			
Borehole maintenance	ea.	1			
Admin cost					
TOTAL					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
970 Stanza Bopape Rd (House 970) Property code 016 079					
Pruning of roses	ea.	09			
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	2000			
Fertilizing of flowerbeds	m <sup>2</sup>	1900			
Fertilizing of lawns	m <sub>2</sub>	2000			
Maintain hedges	_	160			
Mowing of lawns	m²	2000			
Maintain flowerbeds	m²	1900			
Cleaning of paved areas	m²	850			
Cleaning of gutters and stormwater	Œ	115			
Irrigation maintenance	ea.	П			
Admin cost					
TOTAL					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Goede Hoop Property code 016 049					
Maintain hedges	_	40			
Mowing of lawns	m <sub>2</sub>	5400			
Maintain flowerbeds	m²	5400			
Cleaning of paved areas	m²	650			
Cleaning of gutters and stormwater	Ε	130			
Admin cost					
TOTAL					
Lisdogan Flats 1. Property code 323 485					
Pruning of roses	ea.	130			
Fertilizing of flowerbeds	m²	483			
Fertilizing of lawns	m²	700			
Maintain hedges	_	19			
Mowing of lawns	m <sup>2</sup>	700			
					1

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Maintain flowerbeds	m <sub>2</sub>	483			
Cleaning of paved areas	m <sub>2</sub>	671			
Cleaning of gutters and stormwater	٤	29			
Admin cost					
TOTAL					
Fertilizing of flowerbeds	m²	483			
Fertilizing of lawns	m <sub>2</sub>	700			
Maintain hedges	_	19			
Mowing of lawns	m²	700			
Maintain flowerbeds	m <sub>2</sub>	483			
Cleaning of paved areas	m <sup>2</sup>	671			
Cleaning of gutters and stormwater	٤	29			
Admin cost					
TOTAL					

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Lisdogan Flats 3. Property code 323 488  Fertilizing of flowerbeds  Fertilizing of lawns			
	483		
Maintain hadras	700		
Maintain incubes	19		
Mowing of lawns	700		
Maintain flowerbeds m²	483		
Cleaning of paved areas	671		
Cleaning of gutters and stormwater m	29		
Admin cost			
TOTAL			
Lisdogan Flats 4. Property code 323 490			
Fertilizing of flowerbeds	483		
Fertilizing of lawns	700		
Maintain hedges	19		

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Mowing of lawns	m <sup>2</sup>	700			
Maintain flowerbeds	m <sub>2</sub>	483			
Cleaning of paved areas	m <sub>2</sub>	671			
Cleaning of gutters and stormwater	٤	29			
Admin cost					
TOTAL					
Lisdogan Flats 5. Property code 323 492					
Fertilizing of flowerbeds	m <sub>2</sub>	483			
Fertilizing of lawns	m²	700			
Maintain hedges	-	19			
Mowing of lawns	m <sup>2</sup>	700			
Maintain flowerbeds	m²	483			
Cleaning of paved areas	m²	671			
Cleaning of gutters and stormwater	E	67			

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Admin cost TOTAL			
TOTAL			
Lisdogan Flats 6. Property code 323 493			
Fertilizing of flowerbeds m²	483		
Fertilizing of lawns m²	700		
Maintain hedges	19		
Mowing of lawns m²	700		
Maintain flowerbeds m²	483		
Cleaning of paved areas	671		
Cleaning of gutters and stormwater	67		
Admin cost			
TOTAL			
Lisdogan New Flats 1. Property code 323 592			
Fertilizing of flowerbeds	780		

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Fertilizing of lawns	m <sub>2</sub>	1200			
Maintain hedges	_	9			
Mowing of lawns	m <sub>2</sub>	780			
Maintain flowerbeds	m <sub>2</sub>	1200			
Cleaning of paved areas	m <sub>2</sub>	390			
Cleaning of gutters and stormwater	٤	29			
Admin cost					
TOTAL					
Lisdogan New Flats 2. Property code 323 593					
Fertilizing of flowerbeds	m <sub>2</sub>	780			
Fertilizing of lawns	m <sup>2</sup>	1200			
Maintain hedges	_	9			
Mowing of lawns	m <sup>2</sup>	780			
Maintain flowerbeds	m <sub>2</sub>	1200			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Cleaning of paved areas	m <sub>2</sub>	390			
Cleaning of gutters and stormwater	٤	29			
Admin cost					
TOTAL					
Lisdogan New Flats 3. Property code 323 594					
Fertilizing of flowerbeds	m <sup>2</sup>	780			
Fertilizing of lawns	m <sub>2</sub>	1200			
Maintain hedges	_	9			
Mowing of lawns	m <sub>2</sub>	780			
Maintain flowerbeds	m <sub>2</sub>	1200			
Cleaning of paved areas	m²	390			
Cleaning of gutters and stormwater	٤	<b>29</b>			
Admin cost					
TOTAL					

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Lisdogan New Flats 4. Property code 323 595					
Fertilizing of flowerbeds	m <sup>2</sup>	780			
Fertilizing of lawns	m <sub>2</sub>	1200			
Maintain hedges	_	9			
Mowing of lawns	m <sub>2</sub>	780			
Maintain flowerbeds	m <sub>2</sub>	1200			
Cleaning of paved areas	m <sup>2</sup>	390			
Cleaning of gutters and stormwater	٤	29			
Admin cost					
TOTAL					
Lisdogan New Flats 5. Property code 323 596					
Fertilizing of flowerbeds	m <sup>2</sup>	780			
Fertilizing of lawns	m <sup>2</sup>	1200			
Maintain hedges	_	9			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Mowing of lawns	m <sub>2</sub>	780			
Maintain flowerbeds	m <sub>2</sub>	1200			
Cleaning of paved areas	m <sub>2</sub>	390			
Cleaning of gutters and stormwater	٤	29			
Admin cost					
TOTAL					
Gate 9 Property code 016 091					
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	7000			
Fertilizing of flowerbeds	m <sub>2</sub>	1200			
Fertilizing of lawns	m <sub>2</sub>	2000			
Maintain hedges	_	150			
Mowing of lawns	m²	7000			
Maintain flowerbeds	m <sup>2</sup>	1200			
Cleaning of paved areas	m <sup>2</sup>	800			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Cleaning of gutters and stormwater	Ε	130			
Irrigation maintenance	ea.	П			
Admin cost					
ТОТАL					
Gate 10 Property code 015 949					
Maintain hedges	_	09			
Scarify, hollowtiner, import and spread of lawn dressing	m <sub>2</sub>	1200			
Fertilizing of lawns	m <sub>2</sub>	3000			
Mowing of lawns	m <sup>2</sup>	3000			
Cleaning of paved areas	m <sub>2</sub>	1900			
Cleaning of gutters and stormwater	٤	20			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					

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Service	nit L	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Lisdogan SAPS Property code 011 037					
Fertilizing of flowerbeds	m <sub>2</sub>	200			
Fertilizing of lawns	m <sub>2</sub>	150			
Mowing of lawns	m <sup>2</sup>	150			
Maintain flowerbeds	m <sup>2</sup>	200			
Cleaning of paved areas	m <sub>2</sub>	2600			
Cleaning of gutters and stormwater	٤	75			
Admin cost					
TOTAL					
Parks, common areas, and road reserves Property code 048 481					
Scarify, hollowtiner, import and spread of lawn dressing Parks and common areas	m²	33000			
Fertilizing of flowerbeds Parks and common areas three times per year	m <sup>2</sup>	6500			
Fertilizing of lawns Parks and common areas three times per year	m <sup>2</sup>	33000			
Maintain hedges Rotunda Park	-	009			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Mowing of lawns parks and common areas	m <sub>2</sub>	33000			
Maintain flowerbeds Parks and common areas	m <sub>2</sub>	11500			
Cleaning of paved areas Patrol roads	m <sub>2</sub>	28900			
Maintain electric fence Security Fence	_	7500			
Security Area	m <sup>2</sup>	40000			
Firebreaks	m <sub>2</sub>	75000			
Irrigation maintenance	ea.	ĸ			
Borehole maintenance	ea.	m			
Admin cost					
TOTAL					
1036 Stanza Bopape Rd (SAPS Dog Unit) Property code 106 019					
Scarify, hollowtiner, import and spread of lawn dressing	m²	0			
Fertilizing of flowerbeds	m <sup>2</sup>	200			
Fertilizing of lawns	m <sup>2</sup>	150			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Maintain hedges	_	100			
Mowing of lawns	m <sup>2</sup>	150			
Maintain flowerbeds	m <sub>2</sub>	200			
Cleaning of paved areas	m <sub>2</sub>	2000			
Cleaning of gutters and stormwater	٤	20			
Irrigation maintenance	ea.	н			
Admin cost					
TOTAL					
Presidential Golf Clubhouse Property code: 001 025					
Scarify, hollowtiner, import and spread of lawn dressing Fairway 1-9	m <sup>2</sup>				
Scarify, hollowtiner, import and spread of lawn dressing Green 1-9	m <sup>2</sup>				
Scarify, hollowtiner, import and spread of lawn dressing Presidential Golf Clubhouse	m <sup>2</sup>				
Maintain hedges Presidential Golf Clubhouse	٤				
Mowing of lawns Fairway 1-9	m <sub>2</sub>				

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Mowing of lawns Presidential Golf Clubhouse	m <sup>2</sup>				
Maintenance of Greens 1-9	m <sup>2</sup>				
Maintenance of T-off 1-18	m <sup>2</sup>				
Maintain flowerbeds Fairway 1-9	m <sub>2</sub>				
Fertilizing Green 1 - 9	m <sup>2</sup>				
Fertilizing Fairway 1 - 9	m <sup>2</sup>				
Fertilizing T-box 1 - 18	m <sup>2</sup>				
Fertilizing flowerbeds	m <sup>2</sup>				
Fertilizing lawns Golf Clubhouse	m <sup>2</sup>				
Maintain flowerbeds Presidential Golf Clubhouse	m <sup>2</sup>				
Cleaning of paved areas Fairway 1-9	m <sub>2</sub>				
Cleaning of paved areas Presidential Golf Clubhouse	m <sup>2</sup>				
Cleaning of gutters and stormwater	E				
Irrigation maintenance	н				

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Borehole maintenance	2				
Admin cost					
Subtotal					
15% VAT					
Total					
Soccer field Property code: 016 027					
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>				
Fertilizing of lawns	m <sup>2</sup>				
Mowing and marking of play field	m <sup>2</sup>				
Maintain flowerbeds	m <sub>2</sub>				
Cleaning of paved areas	Е				
Irrigation maintenance	1				
Admin cost					

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Mahlamba ndlopfu Property code 016 141					
Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Pruning of roses	ea.				
Planting of annuals (20,000 before end of September and 20,000 before the end of March)	py.	40000			
Planting of herbs (1000 before end of September and 1000 before the end of March)	py.	2000			
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>	15000			
Fertilizing of flowerbeds	m <sup>2</sup>	25000			
Fertilizing of lawns	m <sup>2</sup>	15000			
Maintain hedges	٤	2200			
Mowing of lawns	m <sub>2</sub>	15000			
Maintain flowerbeds	m <sub>2</sub>	25000			
Pot plant maintenance & replacement	ea.	09			
Floral arrangements (on request only)	ea.	15			
Cleaning of paved areas	m <sub>2</sub>	8000			
Cleaning of gutters and stormwater	٤	100			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Swimming pool maintenance	丰	20000			
Water feature maintenance	盂	250000			
Irrigation maintenance	ea.	2			
Borehole maintenance	ea.	1			
Admin cost					
Subtotal					
15% VAT					
Total					
Oliver Tambo House Property code 153 832					
Pruning of roses	ea.	300			
Planting of annuals (10000 before end of September and 10000 before the end of March)	py.	20000			
Planting of herbs (800 before end of September and 800 before the end of March)	py.	1600			
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>	11000			
Fertilizing of flowerbeds	m <sub>2</sub>	11000			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Fertilizing of lawns	m <sup>2</sup>	11000			
Maintain hedges	_	330			
Mowing of lawns	m <sub>2</sub>	11000		,	
Maintain flowerbeds	m <sub>2</sub>	11000			
Pot plant maintenance & replacement	ea.	20			
Floral arrangements (on request only)	ea.	27			
Cleaning of paved areas	m <sup>2</sup>	3200			
Cleaning of gutters and stormwater	Е	120			
Swimming pool maintenance	_	70000			
Water feature maintenance	_	009			
Water feature maintenance	_	400			
Water feature maintenance & fish care	_	40000			
Irrigation maintenance	ea.	Ţ			
Borehole maintenance	ea.	П			

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	Cuit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Admin cost					
Subtotal					
15% VAT					
Total					
Sefako Makgatho Guesthouse Property code 106 110					
Pruning of roses	ea.	1200			
Planting of annuals (10000 before end of September and 10000 before the end of March)	þý	20000			
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>	20000			
Fertilizing of flowerbeds	m <sub>2</sub>	3000			
Fertilizing of lawns	m <sup>2</sup>	20000			
Maintain hedges	_	110			
Mowing of lawns	m <sup>2</sup>	20000			
Maintain flowerbeds	m <sub>2</sub>	3000			
Pot plant maintenance	ea.	20			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Floral arrangements (on request only)	ea.	27			
Cleaning of paved areas	m <sup>2</sup>	250			
Cleaning of gutters and stormwater	٤	250			
Swimming pool maintenance	_	100000			
Irrigation maintenance	ea.	2			
Admin cost					
Subtotal					
15% VAT					
Total					
Maroela Property code 016 101					
Planting of annuals (4000 before end of September and 4000 before the end of March)	by	8000			
Scarify, hollowtiner, import and spread of lawn dressing	m <sup>2</sup>	1200			
Fertilizing of flowerbeds	m <sup>2</sup>	1600			
Fertilizing of lawns	m <sup>2</sup>	1200			

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Maintain hedgesmMowing of lawnsm²Maintain flowerbedsm²	30		
	1200		
	1600		
Cleaning of paved areas	320		
Cleaning of gutters and stormwater	130		
Irrigation maintenance	н		
Admin cost			
VIP House Property code 323 482			
Scarify, hollowtiner, import and spread of lawn dressing	3000		
Fertilizing of flowerbeds	4500		
Fertilizing of lawns	3000		
Maintain hedges	230		
Mowing of lawns m²	3000		
Maintain flowerbeds m²	4500		

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Cleaning of paved areas	m <sub>2</sub>	950			
Cleaning of gutters and storm water	٤	20			
Swimming pool maintenance	ä	45000			
Maintain electric fence	_	700			
Irrigation maintenance	ea.	1			
Admin cost					
TOTAL					
Bee removal. 15 hives per year	ea.				
Rodent control around all buildings	ea.				
Removal of wasps	ea.				
Install irrigation Lisdogan flats		17,000m <sup>2</sup>			
Install irrigation House 9		800m <sup>2</sup>			
Install irrigation House 10		2950m²			
Install irrigation House 870		500m <sup>2</sup>			

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Install irrigation House 970		6900m <sup>2</sup>			
Install irrigation House 21A & B		6100m²			
Maintain thatch roofs of garden structures	ea.	13			
Remove invader plants behind Goede Hoop	m <sup>2</sup>	5,000m <sup>2</sup>			
Remove invader plants behind House 22 & 23	m <sup>2</sup>	3,000m²			
Remove invader plants behind VIP	m <sup>2</sup>	5,000m <sup>2</sup>			
EPWP labour. Minimum wage in line with gazetted wage for Sectional Determination 9: Wholesale and Retail		150			
Pest control officer		4			
Irrigation specialist		2			
Swimming pool specialist		2			
Trained machine operators		40			
Storeman		2			
Qualified mechanic		1			
Full time driver with PDP		2			

A 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate

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Service	Unit	Quantity	0 - 12 months	13 - 24 months	25 - 36 months
Supervisor		20			
OHS officer		2			
Horticulturist		4			
Administrative personnel		2			
Site manager		н			
Contract manager		1			
Surety Bond as per PA-10_fm					
Public Liability Insurance (For R5 Million)					
Contractors All Risk Insurance (for R5 Million)					
Compliance with the Occupational Health and Safety Act					

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EPWP PPE including branding	150		
EPWP Billboards	4	N/A	N/A
Subtotal			
15% VAT			
TOTAL COST PER ANNUM	_		
TOTAL COST FOR 36 MONTHS			

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## The Company / Service Provider hereby confirms that all the documents and pages as listed in the PA-09 forms and all the tender pages and pricing data pages have been attached and are complete

CONTRACTOR SIGNATURE: _		
	Duly confirm the above as true and correct	t.
DATE:		
CONTRACTOR INFORMATION	I	
CONTRACTOR COMPANY NAM	ME:	
ADDRESS:		-
,		
TELEPHONE NO:	CODE:	
FAX NO:	CODE:	
CELL PHONE NO:		6
OWNER:		

A 36-month term contract for the supply of horticultural materials, garden maintenance, pot plant maintenance, garden features maintenance, garden upgrades, installation of irrigation, irrigation maintenance, and firebreak maintenance on Bryntirion Estate