



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.

BID NO: PT23/020

Closing Date: 08 December 2023
Closing Time: 11:00

Bid Briefing Meeting Date: 16 November 2023

Bid Briefing Meeting time: 10:00 a.m

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
251 AVN Building
Cnr Nana Sita & Thabo Sehume
Pretoria
0001

SCM SPECIFIC ENQUIRIES:

Enquires: **Vuyiswa Moyane**
Tel No: **012 310 5130** during office hours
Cell No: Click here to enter text.
Email Address: Vuyiswa.moyane@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Granny Mawelela**
Tel No: Click here to enter text. during office hours
Cell No: **076 544 1131**
Email Address: Granny.mawelela@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	PT23/020	
Bid/ Project Description	A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.	
Bid Closing date & Time	Friday, 08 December 2023	Closing Time: 11:00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 16 November 2023	<i>Time of Bid Briefing (if any)</i> 10:00 a.m
Venue	Sammy Marks Museum	
SCM SPECIFIC ENQUIRIES:	Vuyiswa Moyane	Vuyiswa.moyane@dpw.gov.za
	012 310 5130	Click here to enter text.
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Granny Mawelela	Granny.mawelela@dpw.gov.za
	Click here to enter text.	076 544 1131
Bid Validity Period	84 Calendar Days	
Bid Document Price	R 700.00	
Procurement Plan Reference Number	2032	



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ADDITIONAL INFORMATION THAT MAY BE REQUIRED DURING THE BID EVALUATION:

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the bid evaluation:
If the Tendering Entity is:	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. the Founding Statement – CK1; and ii. the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

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

Tender no: PT23/020

OFFER

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

A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

Trading under the name and style of:

AND WHO IS:

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

Name of representative	Signature	Date

Tender no:

WITNESSED BY:

Name of witness	Signature	Date

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

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

(N.B.: Separate Offer and Acceptance forms
are to be completed for the main and for
each alternative offer)

SECURITY OFFERED:

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

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

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour

ACCEPTANCE

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

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

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

Tender no:

Schedule of Deviations

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

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

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



PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	PT23/020	CLOSING DATE:	Friday, 08 December 2023
		CLOSING TIME:	11:00
DESCRIPTION	A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).			

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

OR POSTED TO:				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
Signature of Bidder		Date		
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.))				
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE TAXES)		R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Granny Mawelela
CONTACT PERSON	Vuyiswa Moyane	TELEPHONE NUMBER	Landline number
TELEPHONE NUMBER	Landline number	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Granny.mawelela@dpw.gov.za
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	Cell number



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

Note Well:

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



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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.		
Bid no:	PT23/020	Procurement Plan Reference no:	2032
Advertising date:	Indicate	Closing date:	Friday, 08 December 2023
Closing time:	11:00	Validity period:	Indicate in calendar days

1. FUNCTIONALITY CRITERIA APPLICABLE

1.1. The Bid will not be evaluated on Functionality

Functionality criteria ¹ :	Weighting factor:
TOTAL	100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

2. EVALUATION METHOD FOR RESPONSIVE BIDS

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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2.1 The 80/20 Preference points scoring system will be applicable for this bid

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.



1. Company Experience on projects completed

30

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 value of R 11 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 value of R 11 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 value of R 11 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 value of R 11 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 value of R 11 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 value of R 11 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 value of R 11 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	
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/qualifications, 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) Contract Manager with 8 years relevant experience in horticulture related projects - One (1) Horticulturist with a minimum National Diploma in Horticulture or Higher with 6 years relevant experience in horticulture related projects. - Six (6) Supervisors with Certificate in Horticulture or 5 year relevant experience. - One (1) 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. - Two (2) Drivers with a minimum valid Code EB driver's license and PDP. - Twenty (20) Trained machine operators. - One (1) Irrigation specialist. - One (1) Tree felling specialist. 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/ qualification, 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	30
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	10



4. Project execution plan 4.1) Bidders are required to submit a bid for execution plan of the tasks as detailed in this bid document. The tender is to include all tasks, without any amendment, omission, or addition with relevant time frames. 4.2) Bidders are required to submit a bid for execution plan of the tasks as detailed in this bid document. The tender is to include all tasks, without any amendment, omission, or addition with relevant time frames. = 5 Points 4.3) Non submission with any or all the activities will be a zero score. = 0 Points	20
5. Bank rating (Original bank letter with original bank stamp or a certified copy of such letter which is not older than six (6) months at the closing of the tender) 5 = A rating 4 = B rating 3 = C rating 2 = D rating 1 = E rating 5.1) Non submission of any or all the above stated requirements= 0 Points	10
TOTAL	100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

2. EVALUATION METHOD FOR RESPONSIVE BIDS

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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2.1 The 80/20 Preference points scoring system will be applicable for this bid

3. RESPONSIVENESS CRITERIA



3.1. Indicate substantive responsiveness criteria applicable for this tender.

Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	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	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☐	Submission of record of attending compulsory briefing session. <i>insert motivation why the tender clarification meeting is declared compulsory</i>
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	<i>It is estimated that tenderers must have a CIDB contractors grading designation of 7 SH or higher. The bidder should submit with the tender, proof that they have an active CIDB grading designation of 7SH or Higher at the closing of the tender. In case of a JV, the bidder must submit a consolidated CIDB of 7 SH or higher</i>
9	☒	<i>Completed DPW 07 (FM): Form of Offer and Acceptance.</i>
10	☒	<i>Submission of (DPW-09 EC) Particulars of tenderer's Projects.</i>
11	☒	<i>Signing of attendance register during compulsory site meeting. The Site inspection is required to familiarize the contractors with the scope of the work at Ditsong Sammy Marks Museum.</i>
12	☒	<i>The tenderer will be required to submit his fully priced Pricing data (Bills of Quantity) to be administrative responsive.</i>

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

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	☒	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	☒	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	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☐	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☒	<i>Submission of (PA-09): List of returnable documents.</i>
8	☒	<i>Submission of (PA-29): Certificate of Independent Bid Determination.</i>
9	☒	<i>Submission of valid COIDA certificate issued by Department of Labour and Employment.</i>
10	☒	<i>In case of a Joint Venture, bidders must submit separate PA-11.</i>

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

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1.	☒	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.	☒	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.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☐	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.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	☐	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☐	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☐	Specify other responsiveness criteria
13.	☐	Specify other responsiveness criteria
14.	☐	Specify other responsiveness criteria

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

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
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	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any Account or statement which is in the name of the Bidder. - Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

5. BID EVALUATION METHOD

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

6. COLLECTION OF TENDER DOCUMENTS

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

☐ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Danges Building, Cnr Robert and Hancock street, Gqeberha, 6056. ~~80~~

A non-refundable bid deposit of **R 700.00** is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	Sammy Marks Museum		
Virtual meeting link:	N/A		
Date:	<i>Date of Bid Briefing (if any)</i> 16 November 2023	Starting time:	<i>Time of Bid Briefing (if any)</i> 10:00 a.m

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	Granny Mawelela	Telephone no:	Click here to enter text.
Cellular phone no	076 544 1131	Fax no:	None
E-mail	Granny.mawelela@dpw.gov.za		

8.1 SCM enquiries may be addressed to:

SCM Official	Vuyiswa Moyane	Telephone no:	012 310 5130
Cellular phone no	Click here to enter text.	Fax no:	None
E-mail	Vuyiswa.moyane@dpw.gov.za		

9. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Friday, 08 December 2023

Closing Time: 11:00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 229 PRETORIA 0001 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure 251 AVN Building Corner Nana Sita Street Pretoria 0001
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FUNCTIONALITY EVALUATION CRITERIA

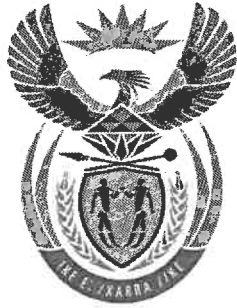
Refer to page 7-9



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PT23/020

Bid/ Project Description: A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

A 36 MONTHS TERM CONTRACT, AN EPWP CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN MAINTENANCE, GARDEN UPGRADES, REPAIR OF IRRIGATION, AND INVADER CONTROL ON THE DITSONG SAMMY MARKS MUSEUM

This is an (EPWP) Expanded Public Works Program Job opportunity

Representative: Mrs. Granny Mawelela

Office hours Cell: 076 544 1131

DESCRIPTION OF TENDER:

A 36 months term contract, an EPWP contract, for the supply of horticultural materials, garden maintenance, garden upgrades, repair of irrigation and invader control on Ditsong Sammy Marks museum

SITES

- Ditsong Sammy Marks museum

**SAMMY MARKS MUSEUM (Including main building and 5 cottages) (21.6067H + 7.831H road)
Old Bronkhorstspuit Road (R104)**



ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS BID

1. Time frame and location

A 36 months term contract, an EPWP contract, for the supply of horticultural materials, garden maintenance, garden upgrades, repair of irrigation and invader control on Ditsong Sammy Marks museum

2. Description of tender / Summary Scope of works

2.1 Removal of dead, over grown and damaging trees

2.2 Pruning of trees and palms

2.3 Cutting and grading of firebreaks

2.4 Supply of horticultural materials including but not exclusively:

Compost

Lawn dressing

Seedlings

Plants

Fertilizer

Mulching

Herbicides

Pesticides

2.5 Invader plant control: Cutting down of invader plants

Poisoning of stumps

Manual removal of certain invader plants

2.6 Irrigation: Repair

Design

Maintenance

2.7 Garden maintenance: Normal day to day garden maintenance

Lawn maintenance

Flowerbed maintenance

Hard surfaces maintenance

Lawn spring treatment

Split and replant of plants

2.8 Maintenance of hard landscaping structures

Swimming pool maintenance

Fish pond maintenance including the fishes

Water feature maintenance

Security fence cleaning

Cleaning of gutters

Solar panel maintenance

2.9 Re-design of gardens to adapt to changes and the installation of the designs, re-measure of the new design

Design and installation of irrigation systems to fit with changes in the garden

3. General Bid requirements

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

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

3.1 Tender administration

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

3.2 The contractors will be evaluated on price, preference and functionality.

3.3 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.

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

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

3.3.3 PA-10: CONDITIONS OF CONTRACT

3.3.4 PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (A separate PA-11 is required for each consortia or joint venture company)

3.3.5 PA-15.1: RESOLUTION OF BOARD DIRECTORS

- 3.3.6 PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE
- 3.3.7 PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES
- 3.3.8 PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT
- 3.3.9 DWP-09: PARTICULARS OF TENDERER'S PROJECTS (Directly contracted or sub contracted)
- 3.3.10 ORIGINAL VALID TAX CLEARANCE CERTIFICATE VALID FOR SIX MONTH ON DATE OF CLOSURE
- 3.3.11 VALID CSD REGISTRATION DOCUMENT
- 3.3.12 ORIGINALLY CERTIFIED COPIES OF DIRECTORS IDENTITY DOCUMENTS's NOT OLDER THAN SIX MONTHS
- 3.3.13 ORIGINALLY CERTIFIED COPIES OF FOUNDING STATEMENTS
- 3.3.14 DPW-16 (FM): SITE INSPECTION MEETING CERTIFICATE Original must be signed by the NDPWI representative
- 3.3.15 COMPANY PORTFOLIO
- 3.3.16 SIGNED SPECIFICATIONS FOR THE 36 MONTHS TERM CONTRACT, AN EPWP CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN MAINTENANCE, GARDEN UPGRADES, INSTALLATION OF IRRIGATION AND INVADER CONTROL ON THE DITSONG SAMMY MARKS MUSEUM.
- 3.3.17 PRICING DATA / BILLS OF QUANTITIES SIGNED, CORRECTLY, AND FULLY COMPLETED
The Pricing data / bills of quantities must be submitted as prescribed by the PA-10_fm Condition of Contract. Tenderers are to submit a comprehensive price breakdown with regard to labour, expendables and other items as specified plus names of service providers / suppliers must be submitted.

Compliance with Administrative requirements	
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	
Site establishment	
EPWP Labour or General gardeners	40
Branding on PPE	
PPE	
Contract Manager with 8 year relevant experience in horticulture related projects	1
Horticulturist with a minimum National Diploma in Horticulture or Higher with 6	1

years' experience in horticultural related practices.	
Supervisor for every 10 workers or part thereof. Supervisors with Certificate in Horticulture or 5 year relevant experience	6
Full time driver with a minimum valid Code EB driver's license and PDP	2
Trained machine operators	20
Irrigation specialist	1
Pest Control Officer (PCO) registered Pest control Officer with a valid active Department of Agriculture Pest control certificate	1
Tree felling	1
Safety Officer with minimum one year experience registered with and having a valid certificate from SACPCMP	1

3.3.18 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.

3.3.19 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.

3.3.19.1 The contractor is to provide with this tender a typical work programme that indicates the tasks and timeframes of each day of the contract for a period of 36 months for this specific project as prescribed by the PA-10_fm Condition of Contract item 13.

3.3.19.2 Quantity of skilled workers, supervisors, drivers and Horticulturist to be used per site, in an Organogram format, depicting how the (EPWP) Expanded Public Works staff will be implemented during the contract period.

3.3.19.3 Machinery and equipment that will be used dedicated to this tender and supplied to the workers.

3.3.20 Contractor has to understand and read 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.

4. Security requirements

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

- 4.2 The three highest scoring bidders will be required to undergo SSA clearance if deemed necessary by NBAC.
- 4.3 During the site hand over period the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, and sub-contractors for the cost of the Contractor. Appointment will be depending on the security clearance.
- 4.4 Contractor to educate him/herself with all regulations, security and guidelines as lay down by this Department.
- 4.5 Contractor and his personnel have to be SSA security clearance before starting the contract.
- 4.6 For security clearance the Department requires the company to submit the follow documentation for screening of service providers:
 - 4.6.1 Memo giving a brief description of the services to be rendered.
 - 4.6.2 Company profile.
 - 4.6.3 Originally certified copy of Registration documents (Ck, Pty. (Ltd.), and sole propriety).
 - 4.6.4 Valid original Tax Clearance Certificate (must be valid for a period of six month).
 - 4.6.5 Certified ID copies of company directors and all the staff and sub-contractors that will be involved in the project, not older than three months.
 - 4.6.6 Original finger prints on all the ID copies – for the cost of the Contractor

5. Services requires

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

6. Protocol

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

7. Access

- 7.1 Contractor to notify office personal or the Curator before entering the property, bringing in sub-contractors or specialists. The Curator or Site manager must be informed prior to deliveries by the contact person. Contact details will be made available to successful contractor.
- 7.2 Contractor to be accompanied into the offices or houses by security, the Office manager, or the Curator or Site manager. A representative of the contractor must be present with deliveries and during maintenance.
- 7.3 Contractor to notify the Department if a subcontractor is required to execute work. NDPWI project leader will notify the Client and request access. Granting of access is dependent on the approval from security, the Curator or Site manager.

8. Work Terrain / Site

Ditsong Sammy Marks museum

SAMMY MARKS MUSEUM (Including main building and 5 cottages) (21.6067H + 7.831H road)

Old Bronkhorstspuit Road (R104)

9. Compliance with Regulations

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

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

10.1 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.

10.2 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, Curator or Site managers, occupants of the residences, SAPS, or any other person on terrain

11. Responsibility of the Contractors

11.1 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)

11.2 That may arise or in connection with the execution of this requirement.

11.3 That may arise or in any connection with an action by the contractor or/and his workers.

11.4 NDPWI undertakes to notify in writing the particulars of every claim that the contractor is responsible for.

11.5 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.

11.6 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.

11.7 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.

12. Indemnification

- 12.1 The contractor and his workers enter the property at own risk.
- 12.2 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.
- 12.3 The contractor performs as an independent contractor and not as an agent or employee of NDPWI and has no authority to bind NDPWI to another party. The contractor must indemnify NDPWI against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against NDPWI.

13. Breach of agreement

- 13.1 **If the service is not to the satisfaction of the NDPWI contract manager, NDPWI has the right to withhold payment at penalty rates specified in this document.**
- 13.2 In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPWI to do so, NDPWI shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:
- 13.3 To terminate the agreement.
- 13.4 To suspend further payment to the contractor
- 13.5 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.

14. Termination of agreement

- 14.1 NDPWI shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:
- 14.2 On breach of the agreement.
- 14.3 On commencement of any action for the dissolution and/or liquidation of the contractor, except an amalgamation or restructuring approval in advance by NDPWI.
- 14.4 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;
- 14.5 If the contractor informs NDPWI that it intends to cease performing its obligation in terms of the agreement;
- 14.6 If the contractor informs NDPWI that it is incapable of completing the project;
- 14.7 If, in the opinion of NDPWI, the contractor acted dishonestly.
- 14.8 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.
- 14.9 In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.
- 14.10 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.

15. Cancellation

- 15.1 The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.
- 15.2 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 contract and if the contractor does not supply the resources within the 21 working day site establishment period.

16. Limitation on cession

- 16.1 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.
- 16.2 Each party warrants that it is acting as a principal and not as an undisclosed principal.

17. Curtailing of Service

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

18. 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.

19. 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 / bills of quantities rates or on Quotation if not on the pricing data / bills of quantities rates. This 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.

20. Restrictions

- 20.1 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.
- 20.2 After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
- 20.3 The contractor shall only fill, clean and service his equipment at a site indicated by NDPWI contract manager.
- 20.4 The contractor or any of his employees may not under any circumstances use any of NDPWI's buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.
- 20.5 The contractor and his workers shall under no circumstances use the fire hoses or other firefighting equipment on the property during the performance of this service.
- 20.6 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.

21. Service times

- 21.1 A full service must be provided daily Monday to Friday.
- 21.2 Special permission must be obtained in advance before services will be allowed on weekends.
- 21.3 Service times are stipulated as daily from 7:00 to 15:30 for weekdays and lunch time from 12:00 to 13:00.

22. Obligations of NDPWI

- 22.1 NDPWI contract manager shall act as informant between contractor, and NDPWI.
- 22.2 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.

23. Obligation of the Contractor

The contractor must do the following

- 23.1 Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.
- 23.2 Keep all facilities that are supplied to the contractor or by the contractor neat and tidy at all times.
- 23.3 Any foreign objects noted in, and on, the work areas must be brought to the attention of the Departments contact person.
- 23.4 Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.

23.5 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.

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 losses and legal cost for damages.

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.

23.6 Noise must be kept to reasonable limits.

24. Conditions in Relation to the Supervision of the Contractor Personnel

24.1 The contractor must at all times have strict and effective supervision of the workers performance by appointing the following staff **dedicated to this tender** for the full contract period of 36 months. None of these employees may be utilised on any other project with this Department or on any other contract. Employees to be remunerate in line with the Gazetted minimum wages prescribed for

SECTIONAL DETERMINATION 9: WHOLESALE AND RETAIL SECTOR.

- 1 Contact Manager with 8 year relevant experience in horticulture related projects
- 1 Horticulturist with a minimum National Diploma in Horticulture or Higher with 6 years relevant experience in horticulture related projects.
- 6 Supervisors with Certificate in Horticulture or 5 years relevant experience. One supervisor for every 10 workers or part thereof
- 1 Pest control Officer with a valid active Department of Agriculture Pest control certificate
- 1 Safety Officer with minimum one year experience registered with and having a valid certificate from SACPCMP
- 2 Driver with a minimum valid Code EB driver's license and PDP.
- 20 Trained machine operators.
- 1 Irrigation specialist.
- 1 Tree felling specialist
- 40 EPWP beneficiaries from the local community.

24.2 The Contract manager must have at least eight years applicable experience in horticulture related projects, be knowledgeable of horticulture activities.

24.3 The Horticulturist must have at least six years' experience and be in possession of a National Diploma in Horticulture, an equivalent, or better qualification.

24.4 The Foremen must have at least five years of applicable experience in horticulture or a Certificate in horticulture with two year experience

24.5 The contractor must have reserved staff to replace staff on leave to maintain a full staff complement at all times.

25. Conditions in Relation to Personnel of the Contractor

25.1 Supervisors must react in all aspects to reasonable requests from NDPWI contract manager of NDPWI. All requests from Clients, SAPS, or any other individuals has to be cleared and permission obtained before execution of such tasks.

25.2 The personnel of the contractor must respect the personnel, SAPS, occupants of the residences, the public, all equipment, and buildings belonging to NDPWI.

25.3 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.

- 25.4 In accordance with the act on the Control of Admission to Public Premises and Transport Act, Act 53 of 1985 workers shall be subject to the requirements of Article 2 (2) of the incorporated act.
- 25.5 The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.
- 25.6 At the end of every working day, not later than 15:30 all the workers must have left the property. No workers will be allowed onto the property outside of normal working hours unless permission is granted by NDPWI contract manager. No workers will be allowed onto the property outside of normal working hours unless permission is granted by SAPS through NDPWI in writing 48 hours in advance.
- 25.7 Personnel of the contractor, subject to the conditions of the quotation, have entrance to all outdoor areas to perform the service. If the service is not required in any area at a specific time no entrance to these areas will be allowed.
- 25.8 NDPWI shall have the right to indicate to the contractor any worker that is in he's opinion a safety, health or security risk. Thereafter the contractor will not be able to use this person in the performance of this contract.
- 25.8.1 In such a case the contractor shall react immediately to such a request from NDPWI and as a result of such a request will not have the right to claim for any loss or damage against NDPWI. The contractor must indemnify NDPWI from any claims arising from the workers involved.
- 25.8.2 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.
- 25.9 All workers must be in possession of identity cards supplied by SAPS, and worn visibly on the person at all times. The contractor is to supply SAPS with the necessary stationary to print the identity cards.
- 25.10 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.
- 25.11 Personal hygiene must at all times be kept by the contractor and workers.
- 25.12 Staff must behave in a sober and quiet manner.
- 25.13 The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of NDPWI.
- 25.14 No information may be supplied to the public or news media in connection with the contractor's activities.
- 25.15 The contractor shall maintain an efficient, well-trained and qualified staff component as prescribed by the PA-10_fm Condition of Contract item 5.4. The quantity of staff on site as per proof of resources must at all times be maintained. Replacement staff must be available for staff on leave or sick leave for more than one day.
- 25.16 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.

26. Cellular phones

- 26.1 At the cost of the Contractor the following officials must be equipped with a cellular phone, enough mobile data, and airtime to be always reachable:
- 26.1.1 Contract manager
 - 26.1.2 Horticulturist
 - 26.1.3 Supervisors
 - 26.1.4 Drivers
 - 26.1.5 Irrigation specialist
 - 26.1.6 Tree felling
 - 26.1.7 Pest control officers
 - 26.1.8 OHSA officer
- 26.2 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.

27. Equipment

- 27.1 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.
- 27.2 If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within that 24hours.
- 27.3 The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender
- 27.4 The Department may not borrow or give equipment to the contractor.
- 27.5 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.
- 27.6 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.
- 27.7 The Department cannot supply space for the storage of equipment.

28. Consumable items

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

29. Advertisements

- 29.1 The contractor is not permitted to place advertising signboards, and warning signs in NDPWI buildings or outside any portion thereof.
- 29.2 The contractor or his staff may not exhibit any article or object that NDPWI regards as offensive or undesirable. In this case NDPWI decision is regarded as final and binding on the contractor and staff.
- 29.3 NDPWI has the right to immediately remove any sign, printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

30. Electrical equipment

- 30.1 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.
- 30.2 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.

31. Warning signs

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

32. Inflammable and Toxic Chemicals

- 32.1 The contractor shell not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of NDPWI for the delivery of these services.
- 32.2 No long term storage is allowed.

33. Preservation of existing trees, shrubs, rare plants and artefacts

- 33.1 All artefacts on site and unearthed items, during the working process belong to the Department of Arts and Culture.
- 33.2 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.
- 33.3 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.

34. Remuneration of Service

- 34.1 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.
- 34.2 Payment shall be made within **30 calendar days after** an invoice has been submitted by the contractor to NDPWI and certified as correct and according to the quotation conditions and the quotation submitted, by NDPWI contract manager.
- 34.3 The following documentation are required for the Portfolio of Evidence (POE), as proof that the scope of works were executed:
- 34.3.1 Copy of daily attendance register for all the specified staff.
 - 34.3.2 Copy of proof of payment of all the staff as reflected in the scope of work and pricing data.
 - 34.3.3 Copies of all acquisition slips for supplied items on the supplier's invoices or delivery notes.
 - 34.3.4 Current month CSD with valid TAX status.
 - 34.3.5 Contractor's monthly site hand over certificate.

35. 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.

36. Indulgences

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

37. Expanded Public Works Program (EPWP) Implementation Contractor Obligation

- 37.1 The contractor to implement EPWP by employing EPWP participants, general workers, by branding the project site, supplying EPWP branded PPE, and reporting of work opportunities to EPWP in a prescribed template.
- 37.2 The contractor is referred to Basic Conditions of Employment Act, Act 97 of 1997 as amended, Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, (published on the 4th of May 2012 under Government Gazette No. 35310) and should be read in conjunction with the Code of Good Practice for employment conditions of work for Expanded Public Works Programme published on the 18th February 2011 under Government Gazette No.34032 No. 34032 as these publications are to be read in conjunction with this section of the specification.
- 37.3 The contractor is to pay the EPWP participants, general 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.
- 37.4 All complaints in connection with the service must be attended to and rectified within 48 hours.

38. Employment Contract

- 38.1.** The contractor will employ 40 EPWP participants, general workers from the local area.
- 38.2.** The local area is defined as the CBD of Pretoria, Mamelodi and surrounding suburbs, Soshanguve, Mabopane, Hammanskraal and Atteridgeville.
- 38.3.** Proof of residence must be attached to the EPWP contract signed by the Service Provider and EPWP participants within 7 days commencement of the project.
- 38.4.** These employees (participants/workers) are only to be utilised as unskilled workforce and not skilled staff, drivers or supervisors.
- 38.5.** Skilled staff as listed in item 25, to be employed by the contractor additionally to the 40 EPWP participants, general workers.
- 38.6.** The contractor will sign a temporary contract with EPWP participants as and when required.
- 38.7.** The number of EPWP participants, general workers that fall within the following categories must be recorded:
- 38.7.1.** Demographic EPWP participants, general workers Target
Youth (i.e., 16 – 35 years of age) 60%
Women 55%
People with disabilities 2%
- 38.8.** The contractor and EPWP participants, general workers are subjected to the provisions set in:
- 38.8.1.** Basic Conditions of Employment Act, 1997 “Code of Good Practice for employment and conditions of work for Expanded. Public Works Programmes published on 18 February 2011 under Government Gazette No. 34032; and
- 38.8.2.** Basic Conditions of Employment Act 1997 Ministerial Determination 4: Expanded Public Works Programmes Government published on 4 May 2012 under Government Gazette No. 35310.
- 38.9.** DIRECTIVE: MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES
- 38.9.1** A. PURPOSE:
The purpose of this Directive is to give clarity in terms of the overtime, hours of work, annual leave and public holiday in the Expanded Public Works Programmes.
- 38.9.2.** B. BACKGROUND
The amendment to the Ministerial Determination 4: Expanded Public Works Programmes published on the 4th May 2012 under Government Gazette No. 35310 bears reference to this directive.
- 38.9.3.** The Ministerial Determination should be read in conjunction with the Code of Good Practice for employment and conditions of work for Expanded Public Works Programmes published on 18 February 2011 under Government Gazette No. 34032.
- 38.9.4.** The Expanded Public Works Programme is one of government's key programmes aimed at addressing unemployment and poverty by providing income relief through temporary work for the unemployed. EPWP is funded, either fully or partially from public resources to create a public benefit.
- 38.9.5.** EPWP projects employ workers on a temporary or ongoing basis with government, contractors, or other non-governmental organizations under the Ministerial Determination for the EPWP employment conditions.
- 38.9.6.** Section 3 of the Ministerial Determination 4: Expanded Public Works Programmes regulates that some of the provisions regulated by the Basic Conditions of Employment Act such as section 10(2) (overtime rate) do not apply to the Expanded Public Works Programme.
- 38.9.7.** Furthermore, section 4(3) of the Ministerial Determination regulates normal hours of work for the

Expanded Public Works Programme and provides that an employer may not set tasks or hours of work that require a worker to work –
More than forty hours in any week;
On more than five days in any week; and
For more than eight hours on any day

39. EPWP Project Branding

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

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

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

39.4. The uniform must include, but not limited, the following per annum:

39.4.1. 2 x Two piece orange overalls, branded with the EPWP logo as well as the company logo per annum

39.4.2. 2 x Orange T-shirts branded, with the EPWP logo as well as the company logo per annum

39.4.3. 2 Pairs of safety boots per annum

39.4.4. 2 Hat or cap branded, with the EPWP logo as well as the company logo per annum

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

40. EPWP reporting

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

40.2. 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.

40.3. Submit monthly progress report, electronically, to the DPW Project Manager and EPWP data collection officer, before the fifth day of every month.

40.4. No invoice will be processed without all the reports.

40.5. On completion of every month the contractor to submit a comprehensive monthly report using the EPWP reporting template/data collection tool sheet as provided by EPWP.

40.6. Daily registers on the EPWP format as provided by EPWP.

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

40.8. A summary of all daily registers must be provided to EPWP no later than the 5th of every month.

41. EPWP training

41.1 The contracted service provider will provide onsite training to EPWP participants, a accredited/Non-accredited training might be provided on selected participants where there is enough budget from EPWP through NSF and other source of funding.

41.1.2 Basic horticultural practices

41.1.3 Occupational Health and safety.

41.1.4 Training attendance might be compulsory for all EPWP employees.

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

41.1.6. 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.

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

SCOPE OF WORK

FOR A 36 MONTHS TERM CONTRACT

FOR THE

SUPPLY OF HORTICULTURAL MATERIALS,

GARDEN MAINTENANCE,

GARDEN UPGRADES,

MAINTENANCE OF IRRIGATION,

FIREBREAK MAINTENANCE,

AND INVADER CONTROL

ON THE

DITSONG SAMMY MARKS MUSEUM

SAMMY MARKS MUSEUM (Including main building and 5 cottages) (21.6067H + 7.831H road)

1. GENERAL

- 1.1.1. NDPWI contract manager is an official of NDPWI of Public Works that has been charged with the responsibility of supervising and advising on the landscape maintenance of the site.
- 1.1.2. All plants and elements associated with the landscaping are the property of NDPWI of Public Works. Any removal thereof constitutes theft.
- 1.1.3. The contractor will not be compensated for unforeseen stoppages. He/she is to ensure the full period quoted for is being worked. Timesheets per site are to be kept at all times.

1.2. Equipment

- 1.2.1. If the contractor fails to provide the equipment, spare parts, and PPE, 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.**
- 1.2.2. The contractor is to supply adequate transport to daily transport his equipment and employees between the various sites.
- 1.2.3. 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
Laptop	1
Cell phones with WhatsApp capability	14
Printer	1
First aid kits	3
Self-propelled rotary mower with PPE	8
Brush cutters with PPE	15
Hedge trimmer with PPE	2
Edge trimmer with PPE	0
Pole pruner with PPE	1
Chainsaw with PPE	1
Fertilizer spreader	1
Blowers with PPE	5
Secateurs	10
Lopper	10
Bow saw	1
Knapsack sprayer with PPE (Herbicide, Pesticide, Foliar feed)	5
Water feature clean equipment set with PPE	1
50m Dragline with fittings	3
Brass impact sprayers on stands	5
Rosette sprayers	5

QC keys	3
Swimming pool clean equipment set with PPE	0
Wheel barrows	5
Ladies fork	20
Ladies spade	20
Garden spade	5
Garden fork	5
Leave rakes	10
Iron rakes	5
Platform broom	10
Carpet broom	20
Aluminium step ladder 6m	2
Mattock	5
Pick	2
Complete tool set to service all machineries	1
Bucket / watering can	2
Containers	2
Walk behind mower	4
1.5kW Swimming pool pump	0
2.2kW Booster pumps	5
Complete creepy sets with pipes	1
Swimming pool safety equipment sets	0
Suction pumps	1
Flow control for booster pumps	1
2.2KW Generator	1
Moisture meters	2

1.3. Personal Protection Equipment (PPE)

1.3.1. Failure to issue the correct PPE will constitute a breach of contract.

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

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

	Dust mask
Brush cutters	Eye protection Ear protection Hard hat Shin guards Dust mask
Hedge trimmers	Eye protection Ear protection Hard hat Pigskin gloves Dust mask
Pole pruner	Eye protection Ear protection Hard hat SABS standard chainsaw jacket SABS standard chainsaw trousers Dust mask
Chainsaw	Eye protection Ear protection Hard hat SABS standard chainsaw jacket SABS standard chainsaw trousers Dust mask
Blowers	Eye protection Ear protection Hard hat Dust mask
Herbicide sprayer	Eye protection Ear protection Hard hat Rain coat or suitable protective clothing Respirator with the correct cartridge Gloves
Insecticide sprayer	Eye protection Ear protection Hard hat Rain coat or suitable protective clothing Respirator with the correct cartridge Gloves
Gutter cleaners	Eye protection

	Ear protection Hard hat Safety harness and ropes
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1.4. Transport

1.1.1. Failure to avail the following vehicles, will constitute a breach of contract.

1.1.2. The contractor is to supply following transportation and light earthmoving equipment for use on this tender:

Item	Quantity
1.5t to 4t Truck with cage and cargo net	1
1ton LDV with	4
Trailer for transporting the ride-on mowers	1
Tractor with rotary mower	1
Grader (Rented as and when needed)	1

If the contractor fails to provide the above mentioned equipment, spare parts, and PPE, 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.**

The contractor is to supply adequate transport to daily transport his equipment and employees between the various sites.

If the contractor fails to provide the above mentioned equipment 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.

2. GENERAL MAINTENANCE SPECIFICATIONS SOFT LANDSCAPING

2.1. Plant Beds (Shrubs, perennials & annuals)

2.1.1. Weed removal

2.1.1.1. 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.

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

2.1.1.3. 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

2.1.2. 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. The contractor to supply moisture meters per property, area, or section.

2.1.2.1. 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.

2.1.2.2. In the event that 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.

2.1.2.3. Soil moisture levels are not to be below the minimum level of 60%.

2.1.2.4. 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

2.1.3. Fertilization

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

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

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

2.1.3.4. 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

2.1.4. Debris removal

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

2.1.4.2. 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

2.1.5. Pruning

2.1.5.1. 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.

2.1.5.2. 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 consult with NDPWI contract manager and obtain his written permission before pruning plants.

2.1.5.3. 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

2.1.5.4. Flowers are to be dead headed **daily**.

Penalties per season:

- First time >3 dead flower or flower heads per plant = Written warning
- 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 100% of garden maintenance for the month at the specific property

2.1.5.5. When required the leaves of bigger plants e.g. *Philodendron selloum*, *Alocasia cucullata*, *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

2.1.5.6. All debris resulting from pruning is to be removed from site to a registered waste disposal site on a daily basis. No such material is to be stockpiled on site for any length of time. Branches of reasonable size are to be cut in to fire wood for the oven on site.

2.1.6. Mulching

2.1.6.1. 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 contractors account.

2.1.6.2. 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.

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

2.1.7. Pest and disease control

2.1.7.1. 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.

2.1.7.2. 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.

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

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

2.1.7.5. 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.

2.1.8. Damaged, poorly or dead plant material

2.1.8.1. 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.

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

2.1.8.3. **The contractor to supply all consumables to execute the action.**

2.1.8.4. **The contractor will only be paid for the service when it is completed.**

2.2. Lawn

2.2.1. Mowing

2.2.1.1. The contractor shall mow all lawn areas as required to maintain Kikuyu and Cynodon lawn areas at a length between 10mm and 15mm from soil level.

2.2.1.2. The contractor shall mow "All Seasons Evergreen" and "Shade-over" lawn areas between 50mm and 70mm and to ensure that all lawn areas retain a neat, uniform appearance.

2.2.1.3. Grass shall be cut with a **Lawn-mower** equipped with a bucket (exceptions only with written consent from the NDPWI Project manager or representative).

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

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

2.2.1.6. 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.

2.2.1.7. The contractor shall not cut lawn when it is wet.

2.2.1.8. 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.

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

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

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

2.2.1.12. **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

2.2.2. Edge Trimming

2.2.2.1. **The contractor shall trim all lawn edges simultaneously to mowing the lawn.**

2.2.2.2. 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.

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

2.2.2.4. The contractor shall ensure that no damage is caused to plants or structures as a result of edge trimming activities.

2.2.2.5. 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.

2.2.2.6. 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.

2.2.2.7. 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.

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

2.2.2.9. 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

2.2.3. Irrigation

2.2.3.1. 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.

2.2.3.2. **The contractor to supply all consumables to execute the action.**

2.2.3.3. 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

2.2.4. Fertilization

2.2.4.1. The contractor shall collect and spread **5:1:5 SR fertilizer** at a rate of 50gr of product per m² of lawn, in strict compliance with the manufacturer's instructions in October, November and February.

2.2.4.2. The contractor shall collect and spread **4:1:1 with carbadust fertilizer** at a rate of 50gr of product per m² of lawn, in strict compliance with the manufacturer's instructions in September, December, and April

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

2.2.4.4. **NO burnt or damaged turf will be accepted.**

2.2.4.5. **The contractor to supply all consumables to execute the action.**

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

2.2.4.7. Contractor will only be paid as and when the fertilizer has been applied and copies of suppliers invoices or delivery notes are supplied in the invoice POE.

2.2.4.8. 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 appoint a contractor for the expense of the main contractor to do the fertilizing for the contract period

2.2.5. Weed Removal

2.2.5.1. 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.

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

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

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

2.2.5.5. Penalties **per season**:

- 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

2.2.6. Debris Removal

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

2.2.7. Pest and Disease Control

2.2.7.1. 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.

2.2.7.2. 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.

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

2.2.7.4. 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.

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

2.2.8. Spring treatment of lawns

2.2.8.1. 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 scarifier machine and not a lawn mower.

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

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

2.2.8.4. Should compaction of lawn areas occur, NDPWI contract manager may require the contractor to aerate the affected area by use of a hollow tiner or water-jet tiner.

2.2.8.5. 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.

2.2.8.6. Care shall be taken to remove 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.

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

2.2.8.8. 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

2.2.9. Lawn Repair

2.2.9.1. 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.

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

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

2.3.1. Mowing of firebreaks and veldt grass areas

2.3.1.1. 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 at all times.

2.3.1.2. Cuttings must be removed once a month.

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

2.3.1.4. This can be undertaken by brush cutter or slasher.

Penalties per annum:

- | | | |
|--|---|-----------------|
| • First time >50mm higher of >500mm narrower than specification | = | Writing warning |
| • Second time >50mm higher of >500mm narrower than specification of firebreak maintenance for the month at the specific property | = | Less 50% |
| • Third time >50mm higher of >500mm narrower than specification 1005 of firebreak maintenance for the month at the specific property | = | Less |
| • Fourth time >50mm higher of >500mm narrower than specification | = | NDPW |
- appoint a contractor for the expense of the main contractor to do the firebreak maintenance for the contract period

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

2.3.1.6. This can be undertaken by brush cutter or slasher.

2.3.2. Watering

All natural areas will depend on natural rainfall for survival. Only under extreme drought conditions the client 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.

2.3.3. 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.

2.3.3.1. Penalties per invader plant:

- One written warning, and the must be corrected within 22 working days
- Second = R10,000.00 per plant

2.3.4. Debris removal

All debris shall be collected and removed from the natural areas by the contractor and he shall dispose thereof off-site immediately.

2.3.5. Pest and disease control

The contractor 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.

2.4. Trees

2.4.1. Irrigation

2.4.1.1. In areas where 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.

2.4.1.2. 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%.

2.4.1.3. 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

2.4.2. Fertilization

2.4.2.1. The contractor shall supply and spread **3:1:5 SR fertilizer**, at a rate of 50g of product per m² 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 m² in September, December, and March.

2.4.2.2. 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.

2.4.2.3. **The contractor to supply all consumables to execute the action.**

2.4.2.4. 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

2.4.3. Weed Removal

2.4.3.1. 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 debris for a period of two months.

2.4.3.2. 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.

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

2.4.3.4. 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 on a daily basis.

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

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

2.4.3.7. 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

2.4.4. Debris Removal

2.4.4.1. 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 debris as and when this becomes evident.

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

2.4.4.3. This waste is to be removed from site on a daily basis.

2.4.4.4. 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

2.4.5. Pest and Disease Control

2.4.5.1. The contractor shall make regular inspections to ensure that all trees/palms 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.

2.4.5.2. 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.

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

2.4.5.4. 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.

2.4.6. Pruning

2.4.6.1. 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, from time to time, require the contractor to prune such plant material.

2.4.6.2. The contractor shall not remove live branches without the written permission of NDPWI contract manager. Branches of reasonable size are to be cut in to fire wood for the oven on site.

2.4.6.3. The contractor shall prune young trees to achieve a desired crown form in mid-winter, in consultation with NDPWI contract manager and on his written instruction.

2.4.6.4. 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.

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

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

2.4.6.7. 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.

2.4.6.8. All dead *Strelitzia nicolai* leaves as well as palm tree leaves will be taken off **once a month**.

2.4.7. Staking and Supporting of trees

2.4.7.1. 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.

2.4.7.2. 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.

2.4.7.3. 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.

2.4.7.4. 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.

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

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

2.4.8. Damaged or dead trees

2.4.8.1. 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.

2.4.8.2. 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 in to fire wood for the oven on site.

2.4.8.3. 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.

2.4.8.4. **The contractor to supply all consumables to execute the action.**

2.5. Annuals

2.5.1. Weed Removal

2.5.1.1. 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.

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

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

2.5.1.4. 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

2.5.2. Debris Removal

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

2.5.2.2. This waste is to be removed from site on a daily basis.

2.5.2.3. 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

2.5.3. Pest and Disease Control

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

2.5.3.2. 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

2.5.4. Supply dates

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

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

2.5.4.3. 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

2.5.4.4. **The contractor to supply all consumables to execute the action**

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

2.5.4.6. All flowers to be removed before the annuals are planted to stimulate growth.

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

2.5.4.8. 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 contractors account.**

2.5.5. **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 so as to effect the change in annuals as quickly as possible.

2.5.6. **Quality of seedlings:**

- Only plants that have been planted according to specification will be accepted by the NDPWI contract manager.
- List of seedlings will be supplied by NDPWI manager per season.
- No wilting, sick, or damaged plants will be accepted.

2.5.7. **Preparation of seedling beds:**

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

2.5.7.1. **Winter:** Preparation to commence two to three days prior to the replacement of the annuals, and in consultation with the NDPWI representative.

2.5.7.2. **Summer:** Preparation to commence two to three days prior to the replacement of the annuals, and in consultation with the NDPWI representative.

2.5.7.3. All beds must be prepared to a depth of 300mm.

2.5.7.4. A layer of compost 150mm thick be placed on top of the bed, mixed with super phosphate at 60gm per m², bone meal, Afrikelp and Gromor Accelerator – Organic fertilizer pellets.

2.5.7.5. Mixture must be properly worked in with an instrument that has the capacity to work the soil and additives to a depth of 300mm.

2.5.7.6. Beds to be levelled and neatly prior to commencing of planting.

2.5.8. **Planting specifications:**

2.5.8.1. All beds to be irrigated before and after planting of annuals.

#

Border of 200mm (4 lines)

#

#

#

Space of 100mm

@ @ @ @ @ @ @ @ @ @ @ @

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2.5.10. Irrigation

2.5.10.1. 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.

2.5.10.2. In the event that 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.

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

2.5.10.4. 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

2.5.11. Fertilization

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

2.5.11.2. **The contractor to supply all consumables to execute the action**

2.5.11.3. 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

2.6. Roses

2.6.1. General

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

2.6.1.2. All dead flowers to be dead headed and nipped out on a daily basis.

2.6.1.3. 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

2.6.2. Pruning

Bushes:

2.6.2.1. Winter pruning

- 2.6.2.1.1. Winter pruning will commence in the month of July.
- 2.6.2.1.2. Stems to be not more than 300mm high and not lower than 200mm
- 2.6.2.1.3. Not more than five stems are to be left.
- 2.6.2.1.4. All equipment used is to be free from disease.
- 2.6.2.1.5. All pruned debris is to be removed after pruning and will be removed from site immediately and disposed of at a registered waste disposal site.
- 2.6.2.1.6. Spray pruned roses with Line sulphur.
- 2.6.2.1.7. Mulch rose beds with pine needles or an approved mulch.

2.6.2.2. Summer pruning

- 2.6.2.2.1. Summer pruning will commence in the month of February.
- 2.6.2.2.2. Stems to be not more than 500mm high and not lower than 400mm
- 2.6.2.2.3. All equipment used is to be free from disease.
- 2.6.2.2.4. All pruned debris is to be removed after pruning and will be removed from site immediately and disposed of at a registered waste disposal site
- 2.6.2.2.5. Mulch rose beds with pine needles or an approved mulch

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

Standards:

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

2.6.2.4. **The contractor to supply all consumables to execute the action.**

2.7. Hedges

2.7.1. General

- 2.7.1.1. No open space in the hedge will be accepted; where plants have died they are to be replaced with the appropriate replacement plant.
- 2.7.1.2. Contractor is to supply replacement plants as part of monthly plant replacement.
- 2.7.1.3. Plants to be spaced 300mm apart when planted.
- 2.7.1.4. Hedges will always be clipped uniform and even.
- 2.7.1.5. No un-clipped hedges will be accepted.
- 2.7.1.6. Hedges to be clipped as and when required but new growth is not to exceed 150mm.
- 2.7.1.7. Clippings will not be left behind after clipping is done and disposed of in the appropriate manner, immediately.
- 2.7.1.8. Hedges will always be healthy and have a neat appearance.
- 2.7.1.9. Mulch beds with or approved mulch.
- 2.7.1.10. The contractor to supply all consumables to execute the action.
- 2.7.1.11. **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

2.8. Topiary trees

2.8.1. General

- 2.8.1.1. All topiary trees that are removed, vandalised, stolen or dead are to be replaced.

2.8.1.2. No missing plants will be accepted.

2.8.1.3. Contractor to supply and re-plant trees of the same type and size as the original plant.

2.8.1.4. Tree stakes and ties to be used where applicable.

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

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

2.8.1.7. 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

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

2.8.1.9. Topiaries should always be maintained to have a healthy state and have a neat appearance. **2:3:2 fertilizer** is to be applied at a rate of 40 gm. per m² twice a year (September & March).

2.8.1.10. Irrigate before and after fertilization.

2.8.1.11. **The contractor to supply all consumables to execute the action.**

2.9. Palms

2.9.1. General

2.9.1.1. A programme is to be established in consultation with NDPWI contract manager for the pruning and neatening of the palms once a month.

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

2.9.1.3. Flowers heads to be removed before the seeds are formed.

2.9.1.4. 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

2.10. Creepers

2.10.1. General

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

- 2.10.1.2. As soon as any invasive creeper species are to be removed e.g. *Macfadyena unguis-cati*.
- 2.10.1.3. All creepers will be trimmed and kept neat and tidy.

3. GENERAL MAINTENANCE SPECIFICATIONS HARD LANDSCAPING

3.1. Fences

3.1.1. Clearing along boundary and electric fences

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

3.1.1.2. Penalties per month:

- 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

3.1.2. Debris removal

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

3.2. Paving & Gravel pathways

3.2.1. Cleaning & repair

3.2.1.1. 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 debris by blowing and/or vacuuming paving areas and edging as and when such dirt or debris becomes evident. Sweeping per building needs to be complete no later than 8:30 every day.

3.2.1.2. The contractor shall collect the resulting sweepings and dispose thereof at a registered waste disposal site. In areas where excessive sweeping occurred and the level of the pathways are uneven the contractor is to bring in gravel or boiler as to level path's.

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

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

3.2.1.5. 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.

3.2.2. Weed Removal

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

- 3.2.2.2. 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.
- 3.2.2.3. The contractor to supply all consumables to execute the action.
- 3.2.2.4. 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.
- 3.2.2.5. Herbicide shall thoroughly wet the leaf surface of the plant being treated, but shall not be applied in greater quantities that may result in run off from the said plant.
- 3.2.2.6. Herbicide shall not be applied when rain seems imminent or less than 12 hours before automatic irrigation systems are programmed to operate in the area being treated.
- 3.2.2.7. **Penalties per month:**
- First time weeds are >20mm high = Warning letter and 24 hours to correct
 - 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

3.2.3. Pest Control

- 3.2.3.1. 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.
- 3.2.3.2. 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.
- 3.2.3.3. **The contractor to supply all consumables to execute the action.**
- 3.2.3.4. The contractor shall not use insecticides or any other poison without the written approval of NDPWI contract manager.

3.3. Road surfaces

3.3.1. Cleaning & repair

- 3.3.1.1. The contractor shall ensure that all road surfaces (Dirt Roads, paving or tar), remain free of all dirt, weeds, grass and debris by sweeping and/or vacuuming the areas as and when such dirt or debris becomes evident.
- 3.3.1.2. 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 where excessive sweeping occurred or naturally washed away and the level of the roads are uneven the contractor is to bring in gravel or boiler ash to level the area. In areas where paved road surfaces subsided or moved apart, the contractor shall reinstate the pavers correctly.
- 3.3.1.3. The contractor to supply all consumables to execute the action.
- 3.3.1.4. 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.

3.3.1.5. Penalties per month:

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

3.3.2. Weed Removal

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

3.3.2.2. Should weeds become evident in paving 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.

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

3.3.2.4. The contractor shall ensure that herbicide application is carried out by suitably trained personnel only under the personal supervision of a qualified Pest Control Officer (PCO).

3.3.2.5. The application of the herbicide is to be in line with manufacturers specifications.

3.3.2.6. Herbicide shall thoroughly wet the leaf surface of the plant being treated, but shall not be applied in greater quantities that may result in run off from the said plant.

3.3.2.7. Herbicide shall not be applied when rain seems imminent or less than 48 hours before automatic irrigation systems are programmed to operate in the area being treated.

3.3.3. Pest Control

3.3.3.1. 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.

3.3.3.2. 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.

3.3.3.3. The contractor shall not use insecticides or any other poison without the written approval of NDPWI contract manager.

3.3.3.4. The contractor shall ensure that pesticide application is carried out by suitably trained personnel only under the personal supervision of a qualified Pest Control Officer (PCO).

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

3.3.4. Structural integrity

3.3.4.1. The contractor shall make regular inspections of the surfaces.

3.3.4.2. 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.

3.3.4.3. The contractor to grade and compact the dirt roads every four months to ensure the quality of the dirt roads.

3.3.4.4. The contractor should not proceed with repairs without the written approval of NDPWI contract manager.

3.3.4.5. Repairs will be executed with in the pre-priced costs.

3.4. 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, plant pots and containers, dustbins, bollards, “braai” structures and worktops, plant support pergolas and trellises, screen fences and flowerbed edging. The definition shall exclude security fencing, floodlights, signage and loose furniture not belonging to the employer.

3.4.1. Cleaning

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

3.4.2. Pest Control

3.4.2.1. 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.

3.4.2.2. 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.

3.4.2.3. The contractor shall not use insecticides or any other poison without the written approval of NDPWI contract manager.

3.4.3. Finishes

3.4.3.1. The maintenance contractor is to inspect all landscape elements as defined above on a regular basis.

3.4.3.2. Should any repairs be required, NDPWI contract manager is to be informed immediately.

3.4.3.3. Should any repairs or painting of these structures be required it will not be executed without the written approval of NDPWI contract manager.

3.4.3.4. Repairs will be executed with in the pre-priced costs

3.4.4. 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 and repair within 24 hours.

3.5. Water Features

3.5.1. General

3.5.1.1. The contractor shall ensure the water features and fish ponds are fully functional at all times.

3.5.1.2. The maintenance responsibility of water features start from the main power supply (DV box) from the main house and is all inclusive.

3.5.2. Repair and maintenance of water features and fish ponds

3.5.2.1. The contractor shall complete a condition survey within one month of commencement of the contract.

3.5.2.2. Contractor is to appoint a specialist to investigate the condition of the water features and compile a report. Specialist will only be paid for actual cost incurred.

3.5.2.3. Contractor to execute smaller repairs within 24 hours after approval was obtained to proceed. In instances where the repairs will take longer than a day to finalise, a project execution plan (PEP) must be submitted electronically. All warranties to be ceded to the Department on newly acquired pumps before payment will be processed for this replacement.

3.5.2.4. Contractor is to supply all the replacement parts and sealants as identified in the report to a total of not exceeding the billed price allocation. Contractor will only be paid for proven parts used and the declared mark up, as per pricing data, on parts used.

3.5.2.5. Contractor shall ensure all water features are equipped with safety nets or decorative safety grid.

3.5.2.6. Contractor to supply and place water plants in suitable containers in water features as allocated by NDPWI project managers.

3.5.2.7. Contractor to repair the water features to fully functional condition.

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

3.5.2.9. Repairs will be executed with in the pre-priced costs

3.5.3. Cleaning

3.5.3.1. The contractor shall ensure that water features remains free of leaves, litter and other debris.

3.5.3.2. The contractor shall brush algae, silt or any other build-up from the water features as and when required.

3.5.3.3. Contractor to supply fish food where required.

3.5.3.4. Contractor to ensure safety nets and grids are in place at all times.

3.5.3.5. Contractor is to remove all debris from the water features daily. Penalties applicable for the whole contract period:

- First time water quality not correct - Penalty: Warning letter and 24 hours to correct per week
- Second time water quality not correct in the same month as the first penalty- Penalty: Less 50% of water feature maintenance for the month
- Third time water quality not correct in the same month as the second penalty - Penalty: Less 100% of water feature maintenance for the month
- Fourth time water quality not correct in the same month as the third penalty - Penalty: NDPWI appoint a contractor for the expense of the main contractor to do the maintenance for the contract period

3.5.4. Filtration Equipment

3.5.4.1. The contractor shall empty leaf traps and flush or backwash strainer tanks (where installed), as and when required, so as to ensure that the filtration and water-flow reticulation systems function optimally at all times.

3.5.4.2. From time to time, should in-pond bio-filters suffer a loss of efficiency due to clogging with silt or foreign matter, the contractor shall drain, flush and re-commission such filters.

3.5.5. Malfunctioning

3.5.5.1. In the event that a water feature 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.

3.5.5.2. Such a report is to be accompanied with a quotation, prepared in the correct format for undertaking the required repairs. Contractor is to execute the repair but not exceeding the billed price allocation.

3.5.5.3. The contractor shall make regular inspections of water features and immediately inform NDPWI contract manager of any leaks, damage or loss of functionality to NDPWI contract manager.

3.5.5.4. The contractor shall start the repair the water feature within 24 hours after malfunction is reported.

3.5.5.5. The contractor shall be responsible for the wellbeing of the fish while repairs are done.

3.5.5.6. Penalties for the whole contract period:

- First time water quality not correct = Warning letter and 24 hours to correct
- Second time water quality not correct = Less 50% of water feature maintenance for the month
- Third time water quality not correct = Less 100% of water feature maintenance for the month
- Fourth time water quality not correct = NDPWI appoint a contractor for the expense of the main contractor to do the water feature maintenance for the contract period

3.6. Swimming pools

3.6.1. General

3.6.1.1. The contractor shall ensure the swimming pools are fully functional at all times.

3.6.1.2. The responsibility of maintaining the swimming pool starts from the main power supply (DV box) from the main house and is all inclusive.

3.6.2. Repair of swimming pools

3.6.2.1. The contractor shall complete a condition survey within one month of commencement of the contract.

3.6.2.2. Contractor is to appoint a swimming pool specialist to investigate the condition of the swimming pool and compile a report. Specialist will only be paid for actual cost incurred.

3.6.2.3. Contractor to execute smaller repairs within 24 hours after approval was obtained to proceed. In instances where the repairs will take longer than a day to finalise, a project execution plan (PEP) must be submitted electronically.

3.6.2.4. Contractor is to supply all the replacement parts and sealants as identified in the report to a total of not exceeding the billed price allocation. Contractor will only be paid for proven parts used and the

declared mark up, as per pricing data, on parts used. Warrantees to be ceded to the Department on newly acquired pumps before payment will be processed for this replacement.

3.6.2.5. Contractor shall ensure all swimming pools are equipped with safety nets.

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

3.6.3. Cleaning

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

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

3.6.3.3. Contractor is to vacuum all the swimming pools daily.

3.6.3.4. Penalties applicable for the whole contract period:

- First time swimming pool is not vacuumed. - Penalty: Warning letter and 24 hours to correct per week
- Second time swimming pool is not vacuumed not correct in the same month as the first penalty - Penalty: Less 50% of swimming pool maintenance for the month
- Third time swimming pool is not vacuumed not correct in the same month as the second penalty - Penalty: Less 100% of swimming pool maintenance for the month
- Fourth time swimming pool is not vacuumed not correct in the same month as the third penalty - Penalty: NDPWI appoint a contractor for the expense of the main contractor to do the maintenance for the contract period

3.6.4. Filtration Equipment

3.6.4.1. The contractor shall empty leaf traps **daily**, and flush or backwash strainer tanks, at least once a week, so as to ensure that the filtration and water-flow reticulation systems function optimally at all times.

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

3.6.4.3. The contractor to supply all consumables to maintain the water quality. Contractor to test the water on a weekly basis to ensure water quality is of the highest standard

3.6.5. Malfunctioning

3.6.5.1. In the event that 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.

3.6.5.2. Such a report is to be accompanied with a quotation, prepared in the correct format for undertaking the required repairs.

3.6.5.3. Contractor to execute smaller repairs within 24 hours after approval was obtained to proceed. In instances where the repairs will take longer than a day to finalise, a project execution plan (PEP) must be submitted electronically.

3.6.5.4. Contractor is to supply all the replacement parts and sealants as identified in the report to a total of not exceeding the billed price allocation. Contractor will only be paid for proven parts used and the declared mark up, as per pricing data, on parts used.

3.6.5.5. The contractor shall start the repair the swimming pool within 24 hours after malfunction is reported.

3.6.6. Chemicals

3.6.6.1. The contractor shall maintain the optimum chemical levels in the swimming pools throughout the year. Copies of acquisition slips will be required to claim for the swimming pool maintenance.

3.6.6.2. Regular water testing is required.

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

3.6.6.4. **Penalties for the whole contract period:**

- First time water quality not correct = Warning letter and 24 hours to correct
- Second time water quality not correct = Less 50% of swimming pool maintenance for the month
- Third time water quality not correct = Less 100% of swimming pool maintenance for the month
- Fourth time water quality not correct = NDPWI appoint a contractor for the expense of the main contractor to do the water feature maintenance for the contract period

3.7. Irrigation Systems

3.7.1. General

3.7.1.1. 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.

3.7.1.2. Once a month all the systems must be tested and a report submitted with the monthly invoice detailing the condition of each system and repairs executed.

3.7.1.3. **Penalties per month:**

- First time irrigation faults not corrected within 24 hours = Written warning
- Second time irrigation faults not corrected within 24 hours = Less 10% of garden maintenance for the month at the specific property
- Third time irrigation faults not corrected within 24 hours = Less 50% of garden maintenance for the month at the specific property
- Fourth time irrigation faults not corrected within 24 hours = Less 100% of garden maintenance for the month at the specific property and a contractor will be appointed by NDPWI to execute the repairs for the contractors own account.

3.7.2. Spray heads and Filters

3.7.2.1. 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.

3.7.2.2. The contractor shall make adjustments to irrigation nozzles, clean the filters, clean in-line filters and adjust the height of sprinklers, as and when required.

3.7.2.3. 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.

3.7.2.4. Only Rainbird products to be used.

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

3.7.3. Controllers

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

3.7.3.2. In the event of the controller become un-operational the contractor must inform the NDPWI contract manager immediately, and provide a written quotation, based on the rates set out in the bill of quantities, to replace the controller board with a Two wire controller system and solenoid valves.

3.7.3.3. On approval of the quotation the repairs must be affected within 72hours.

3.7.4. Booster pumps

3.7.4.1. The contractor shall ensure that the booster pumps are in a working condition and protected against water damage. In the event that the pumps are damage due to the negligence of the contract to protect it against water damage the contractor is responsible to replace the pump within 48hours. Warrantees to be ceded to the Department on newly acquired pumps before payment will be processed for this replacement.

3.7.4.2. In the event of the pump failure the contractor will inform the NDPWI project manager immediately, and provide a written quotation, based on the rates set out in the bill of quantities, to replace the pump.

3.7.4.3. On approval of the quotation the pump must be replaced within 48hours.

3.7.5. Boreholes

3.7.5.1. 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
- Type and size of pump used in the borehole
- Any suggestions to utilize the borehole to an optimal sustainable standard

3.7.5.2. In the event that the borehole pump fails the contractor must inform the NDPWI project manager immediately, and provide a written quotation, based on the rates set out in the bill of quantities, to replace the borehole pump.

3.7.5.3. On approval of the quotation the pump must be replaced within 24hours, and the borehole must be operational within 48hours. Warrantees to be ceded to the Department on newly acquired pumps before payment will be processed for this replacement.

3.7.6. System Functionality

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

3.7.6.2. Small wear and tear replacements form part of the maintenance cost on the system.

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

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

3.8. Roofs, gutters and storm water reticulation

3.8.1. Roofs, gutters, down pipes and gullies

3.8.1.1. Roofs, gutters, down pipes and gullies are to be inspected and cleaned weekly, and kept clean of leaves, twigs, and all other debris. First, second and higher roofs are included.

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

3.8.2. Cleaning

3.8.2.1. The contractor shall make regular weekly inspections to ensure that all storm-water inlets, catch-pits and drainage channels in paving or landscape areas remain clear and free of debris.

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

3.8.3. Structural Integrity

3.8.3.1. 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.

3.8.3.2. 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
- 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

3.9. Dustbins & Rubbish removal from the site

3.9.1. General

3.9.1.1. All dustbins are to be cleaned and washed out once a week.

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

3.9.1.3. Weekly on dustbin removal days, move the full rubbish bins to the road curb and return the bins when emptied by the Municipal service.

3.9.1.4. Concrete dustbins are to be lined with a plastic bag and secured.

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

3.9.1.6. No bags are allowed to stay overnight on site

3.9.1.7. No dumping is allowed on site.

3.9.1.8. Penalties for the whole contract period:

- First time rubble is left overnight = Warning letter and 8 hours to correct
- 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 contact period

3.10. Solar system maintenance

3.10.1. General

- 3.10.1.1. Contractor to adhere to all legislation and applicable SANS codes as revised from time to time.
- 3.10.1.2. Clean solar panels once a month with warm (not hot) soapy water and use a soft brush to remove harder bits of grime. Never use an abrasive cleaning brush or sponge.
- 3.10.1.3. Clean the panels in the early morning.
- 3.10.1.4. While you are on the roof, check that panel infrastructure is still securely in place with no signs of damage or corrosion.
- 3.10.1.5. Check the panels for corrosion and check solar panels for weathering, rust and damage at least twice a year. Report any and all visible damage.
- 3.10.1.6. Inspect the wiring and report any and all damage. Replace all damaged wiring with-in 24 hours,
- 3.10.1.7. Inspect access to Isolator switches are clear and ensure not to store anything in front of it.
- 3.10.1.8. Conduct regular electrical checks and system fault checks.
- 3.10.1.9. No dumping is allowed on site.
- 3.10.1.10. Penalties for the whole contract period:
 - First time rubble is left overnight = Warning letter and 8 hours to correct
 - 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 maintain the solar panels for the rest of the contact period

4. Guidelines for plant replacement and upgrades

4.1. CONSERVATION

4.1.1. Preservation of rocks and ledges

In the execution of his work the contractor shall preserve all rocky ridges and solid rocks occurring on the site. Only with the express permission and on the instructions of NDPWI contract manager may he/she proceed to remove such rock.

Contravention of this clause shall result in the contractor being subjected to disciplinary measures and penalties.

4.1.2. Retention of existing trees, shrubs and rare plants

All the existing trees, shrubs and rare plants on the site are the property of the Client and they may under no circumstances be damaged or removed from the site without the express instructions of NDPWI contract manager.

Note that all seed cones from the *Encephalartos* species are the property of South Africa. The removal of seed cones will be considered as theft and action in accordance therewith will be taken.

Note that all no suckers may be removed from the *Encephalartos* species. The removal of suckers will be considered as theft and action in accordance therewith will be undertaken.

4.1.3. Conservation of fauna

All living animals that are indigenous to the site shall be the property of the Client and shall be conserved by the contractor. Contravention of this clause shall result in the contractor being subjected to disciplinary measures.

4.2. Plant replacement

4.2.1. General

All plants that are supplied by the contractor must be healthy, actively growing, without deformities and must correspond to the specification or a replacement after consultation with NDPWI contract manager.

The storage of plants and material can be only be undertaken in the area that has been designated for this function. The contractor is to assess the infrastructure that is available and determine what he/she further requires. The cost for the additional infrastructure is to be included in the site establishment cost, and a monthly rate determined for the maintenance of this area. All additional infrastructure that is to be installed is to be approved by NDPWI contract manager prior to establishment on site and become the Client's property.

4.2.2. Grass edges re-instatement

The grass edges must be cut evenly and neatly, following the existing delineation. The delineation is not to be altered unless instructed to do so by NDPWI contract manager.

Edges have been extended beyond the original intent are to be identified with NDPWI contract manager and re-sized according to the consensus that is reached with NDPWI contract manager. In areas where the edges need to be re-instate the same species of lawn need to be sodded in.

The cost for undertaking such work is to be determined in relation to the specific site conditions and requirements.

Lawn:

The Contractor shall supply a sample of the turf he intends to use for the NDPWI Project Manager approval. Only turves similar to the approved sample shall be used on site.

The turves shall have a green colour, even density and close texture, without excess fibre or mat. The turves shall be fibrous, as to hold together when handled. The grass shall be a maximum length of 25mm, closely mown and without pests or diseases.

Turves should be of a uniform thickness and of rectangular shape.

All lawn areas, whether turfed or planted by root, shall be cleared free of rubbish and weeds, worked to a depth 100mm minimum, brought to a fine tilth and moistened before turfing.

If the Contractor brings turf onto the site, or lays it, without the approval of the NDPWI Project Manager, it will be at the Contractor's risk. Unless otherwise instructed by the NDPWI Project Manager, the Contractor will remove such turf from the site.

Turf shall only be laid once the top-soiling and required cultivation, in whole or part, has been satisfactorily completed by being brought to an even tilth and firmness.

Turves shall be laid with alternating joints (as in stretcher bond brickwork) in consecutive rows. Turf shall be firmed into position, closely butted and to the correct levels. The finished level of the turf should conform to specification, providing for final settlement. To match final levels, turves may be lightly rolled with a roller weighing less than 20kg. A heavy roller may not be used except where authorised by the NDPWI Project Manager

Where turf areas are next to structures (buildings), walls or fences, the grass shall be laid right up to these structures to ensure total soil coverage.

No turf shall be laid within 30mm of any tree trunk.

The Contractor shall be responsible for watering of all turf areas. If turf areas suffer damage due to under-watering, the Contractor shall replace such wilted or scorched turf at his own expense.

If turf lawn areas are planted by roots or springs they shall be laid horizontally with a 50% overlap in trenches 50mm deep. Planted areas shall be lightly rolled after planting, with a roller not exceeding 20kg, well-watered and kept damp until the site is handed over.

4.2.3. Planting of flower beds.

No planting is permitted in unprepared soil.

Planting will follow a planting plan as approved by NDPWI Project Manager.

The Contractor must replace any plants that die during maintenance work, immediately, with the same type of plant.

Splitting and division of plant material for re-use in other areas of the site is acceptable. Split material should be stored in the area designated to the contractor and maintained accordingly. Excess plant material is to be bagged in good quality potting soil mix in planting bags and is to be taken to the state nursery on the same day as removed from site. (25 Soutpansberg Road, cnr of Union Street & Soutpansberg Road).

Planting of Groundcovers:

All groundcover areas shall be cultivated to a depth of 100mm, cleared of weeds and rubbish, and brought to a medium tilth. Before planting, the following shall be raked into the top 100mm unless otherwise specified:

- 50g super-phosphate per m² soil.
- 30mm compost spread evenly over the planting area.

Individual holes shall be dug large enough to accommodate the roots, and spacing should be according to specifications and plant plan. After planting, the ground around the plant shall be well firmed and watered.

4.2.4. The planting of replacement trees, shrubs and ground covers

Planting Of Trees and Shrubs:

Holes for trees and shrubs shall be square, with sides three times as long as the diameter of the container in which they were supplied, and twice as deep as the container, unless otherwise specified. The following soil improvers shall be added to the topsoil that is to be returned to the hole:

- one part compost per three parts topsoil
- 0.25kg super-phosphate per m³ of topsoil

The soil shall be removed from each hole and the above additives well worked into both the topsoil - which shall be kept in a separate pile - and the subsoil, in equal proportions. The bottom of the hole shall be forked to break up the subsoil.

A watering basin shall be provided around each tree and shrub using a ridge of soil following the shape of the plant pit area, and firmly compacted. These ridges shall be at least 100mm high and 500mm in diameter. After watering, any settlement within the basins shall be refilled to the required grade with prepared soil. After planting the soil around the plant shall be well firmed and watered.

If a plant requires a stake to hold it upright, due to the structure and/or shape of the plant, it shall be staked immediately after planting as follows:

- All stakes shall be placed in prepared holes and driven a minimum of 300mm into solid ground.
- Trees shall be planted as close as possible to stakes, and shall be fastened to stakes in at least two places: 150mm below top of stake and 1m below first tie, depending on height of the plant. Adjustable plastic tree ties should be used.
- Tree stakes shall be iron fencing or suitable wooden stakes not less than 3m in length. The length of stakes for shrubs will depend on the height of the shrubs, and are to be approved by the NDPWI Project Manager.

4.2.5. Subsidence of Soil

In lawn areas, all soil subsidence is to be repaired with a top dressing mix. The correction of levels is to be undertaken as part of the scarifying exercise.

In shrub areas, subsidence is to be corrected as and when it occurs. The levels are to be corrected with the appropriate soil mix.

Should significant subsidence of the soil take place in any area, the area is to be cordoned off immediately. NDPWI contract manager is to be advised and the contractor is to investigate the cause of the subsidence and prepare a written report for NDPWI contract manager. The report is to be accompanied with a quotation regarding the cost of remedying the situation.

Once the costs have been approved, the contractor is undertake the required work within a week.

4.2.6. Natural Areas

Clearing of a 10m strip on interface between the houses and surrounding vacant areas:

As part of the maintenance scope of works, the contractor shall maintain a 10 meter strip of land along the interface of these two areas. The specification for what the maintenance entails follows below.

Watering:

All natural areas will depend on natural rainfall for survival. Only under extreme drought conditions the client 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.

Weed removal:

The contractor will take measures to ensure that all natural areas are free of weeds, invader plants and bush encroachment species as identified in current legislation.

Special care shall be taken to remove declared weeds and invaders and other exotic species that may establish in the natural areas without damaging the indigenous material that is intend to occur in these areas.

Debris removal:

All debris shall be collected and removed from the natural areas by the contractor and he shall dispose thereof off-site immediately to a registered waste disposal site.

Pest and disease control:

The contractor 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 NDPWI contract manager.

It is to be noted that NO indigenous plants may be removed unless otherwise specified by NDPWI contract manager.

4.3. PLANTING – REPLACEMENT OF STOLEN, VANDALISED, DEAD OR SUBSTANDARD PLANTS

4.3.1. SCOPE

The contractor to make provision for the replacement of all plants as per specification and those found on site.

The term refers to the provision of all tree, shrubs, sods, cuttings, creepers, ground covers, seasonal plants, perennial plants and seeds required to maintain the site as specified.

All planting material shall be inspected and approved by NDPWI contract manager. Substitutions shall not be accepted. If proof is furnished that specific plants or sizes are not available, suggestions shall be considered for the nearest equivalent sizes or varieties, with fair adjustments to the contract price. Such substitutions are to be approved in writing by NDPWI contract manager.

4.3.2. PLANTING SPECIFICATION

Planting material:

All planting material shall be obtained from a registered nursery unless otherwise specified. Only plants that are typical of their species or varieties, with normally developed branch and root system, shall be accepted. Plants shall be healthy and vigorous, free from any defect.

All plants and other products supplied by the contractor shall be subject to inspection and approval by NDPWI contract manager before acquiring. A sample is to be presented to NDPWI contract manager and written confirmation obtained.

On receipt of the plants from the nursery, the contractor shall ensure that the plants are in good condition and free of disease, and he shall accept full responsibility for maintaining the plants in a good condition during the contract period, including the maintenance period. The plants shall be fully maintained and watered during this period. Any plants loss, owing to a lack of maintenance, including those lost as a result of disease developing during the contract period and the maintenance period, shall be replaced by the contractor at his/her cost.

Shrubs and ground covers shall meet the requirements in respect of spread and height as indicated in the Plant Schedule. All plants shall have well-balanced root systems that are well-distributed through the growth medium. All plants shall be acclimatised to conditions similar to those on the site. Plants shall be stored *under nursery conditions* in a place on the site agreed to by NDPWI contract manager.

4.4. IRRIGATION INSTALATION.

Supply and installation of irrigation systems

- The contractor to design, supply and install irrigation as specified for the new landscape design. The contractor to supply the NDPWI with electronic copies of the approved irrigation designs.
- The contractor to supply all the consumables as specified in the design as well as all the consumable items to install the system as specified.
- Contractor to utilise the services of a registered contractor.
- All premises are protected by heritage, and that existing landfall must be taken in consideration. All work to be done must be in conjunction with existing landfall. All built structures must be protected during the installation process.
- Tender prices must include transport costs, VAT and any other costs

4.4.1. Specification on installation and repair of irrigation:

4.4.1.1. Description of the work

The work comprise 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, two wire control valves system, 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. All existing irrigation systems have to be changed from a wire based system to the two wire control valves system with in the first 3 months of the commencement of the contract. All remove controllers and solenoid valves must be returned to the Departmental nursery within 24 hours of removal.

4.4.1.2. 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. The contractor to supply a design drafted by a reputable supplier,

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.

4.4.1.3. Detailed Specification

The Department has standardised on the product range of Rainbird. This desertion is based on the following:

- Keeping inventory of replacement parts.
- Field controllers of system

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.

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.

3) Valves

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

4) Pipes

All pipe work must be SABS approved.

HDPE

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

LDPE Pipes

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.

5) 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.

The Contractor to install a SANS approved solar system to supply electricity to the irrigation systems including bore holes, swimming pools, water features and garden lights.

The Contractor to install a high quality system with a 12 month warranty and maintain this system for the full duration of this contract.

6) 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.

Main line must be at least 400mm deep.

Irrigation lines must be at least 300mm deep.

Before closure of the trenches the NDPWI projects manager must sign off on the correct depth and pipe placement.

7) Warranty

To protect the client's interest, regarding a quality irrigation system and on-going onsite supervision and consultation during the project, only quality material should 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.

8) Water

There will be three sources of water

From tanks as prescribed in the item list

From municipal connections or Rand water connection

From existing boreholes or reservoir dams on site if available.

5. PROJECTS

5.1. General:

- i. All project to be executed with additional staff and resources to lessen the impact on the maintenance of the site.
- ii. All project to be completed within the contract period of 12 months. Projects to be completed within the first 9 months with retention / grow in period of 3 months. As per PA-10_fm Conditions Of

Contract, item 25, Penalty for None-performance is applicable. A project execution plan (PEP) to be submitted electronically as soon as the design is finalised and approved by the NDPWI Project Manager

- iii. To scale as build plans to be submitted on completion of the projects.
- iv. Re-measure the maintenance areas to adjust the maintenance on pricing data / bills of quantities rates to reflect the as build squares.
- v. Payment on a project on completion of that specific project. Contractor will only be paid for proven work completed by a subcontractor, plants and hard landscaping supplied, additional labour brought in for the project and the declared mark up, as per pricing data.

5.2. GENERAL REPAIRS OF GARDENS.

I. Irrigation

- a. The Contractor shall ensure all gardens are equipped with a fully automated irrigation system that is not dependant on the house electricity supply. A T-Boss II controller to be installed in new installations and to replace wire operated systems.
- b. The Contractor shall ensure that all irrigation is operated from a Jojo tank with a booster pump.
- c. Flowerbeds to be irrigated separately from the lawn areas.
- d. The Contractor shall ensure that the irrigation reflect the new approved designs.

II. All flowerbed edges

- a. The Contractor shall install mow edging in all the gardens that do not already have brick or decorative mow edging.
- b. The Contactor shall identify the gardens that require mow edging and propose the type of mow edging that will be installed.
- c. Brick or cobble stone edging to be fitted on a 100mm x 100mm concrete base on the outer edge of all the flowerbeds. The concrete base to be cast in lengths of 1500mm lengths with expansion joints.
- d. Edging to be cemented on to the concrete base.
- e. Flowerbed level to be adjusted accordingly.

III. Hard landscaping

- a. The Contractor shall repair all small defects in paved areas by repacking pavers and stepping stones, re-instate the correct levels and repairing coping on pavers' edge.
- b. The Contractor shall place re-enforced stepping stones where the stepping stones are broken, badly weather or missing. Supplied stepping stones to look similar to the products on site.
- c. The Contractor shall place stepping stones in areas where the need has been confirmed.
- d. The Contractor shall treat all wooden fences, decking and garden furniture with a suitable sealant.

- e. Contract shall identify shortages in garden furniture.

IV. Lawn

- a. The Contractor shall re-instate the correct lawn species in areas that do not have suitable lawn.
- b. The Contractor shall rectify lawn levels in areas where the need has been confirmed.

V. Indigenous flowering plants

- a. The Contractor in conjunction with the NDPWI representative shall identify the gardens that require changes to the flowerbeds designs.
- b. The Contractor shall submit a design for approval in areas where the need has been confirmed.
- c. The Contractor shall implement the approved design.

VI. Solar installation

- a. The Contractor to install a SANS approved solar system to supply electricity to the irrigation systems including bore holes, swimming pools, water features and garden lights.
- b. The Contractor to install a high quality system with a 12 month warranty and maintain this system for the full duration of this contract.

5.3. Drilling of a new borehole

Contractor to drill and fit a new borehole or well near the Dairy Cottage

5.3.1. Contractor to appoint a specialist to drill a borehole or well.

5.3.2. Encase / Line the borehole.

5.3.3. Fit the borehole with a solar power borehole pump.

5.3.4. Connect the borehole to a 5000 litre reservoir tank.

5.3.5. Construct a security fence around the borehole and solar installation

5.4. Reservoir tank

5.4.1. Supply and install a 200,000 litre reservoir tank

5.4.2. Prepare 300mm concrete base as per suppliers' specifications

5.4.3. Connect to borehole with 50mm pipe

5.4.4. Supply and install a 380 mm heavy duty float valve with a 300mm ball

5.4.5. Supply and connect two Confetto CB 300 pumps

5.5. Solar power for irrigation

5.5.1. Install a solar power 1.5KW booster pump to the reservoir.

5.5.2. Install a fully automated irrigation system for the full extent of the Dairy Cottage area inclusive of a 10 meter fire break area around the buildings.

5.6. Irrigation upgrade to 2 wire system with a solar installation as power source.

5.6.1. Change all the installed irrigation systems from T-boss and manual to a 2 wire system.

5.6.2. Install a solar system to supply electricity to this system.

5.6.3. Secure this installation with a security fence.

5.7. Upgrade dirt roads *UPGRADE OF SAMMY MARKS DIRT ROAD*

Upgrade the existing dirt road from the main road to the main gate

(300 meter x 6 meter wide)

- i. Clear the site of veldt grass and rubble.
- ii. Level the road with a grader to the correct standard.
- iii. Ensure water do not pool on the road.
- iv. Contractor to supply G5 repair the farm road between the main security gate and the house as well as the section from the security gate to the s-bend in the road with proper G5 material and compacting.
- v. Contractor to install precast re-in forced 650mm concrete pipes under the entrance road in eight areas to link the runoff water to the soil dam. Final placement of the pipes will be detriment on site.
- vi. To install a pipe under the compacted road to divert water flow from the natural spring alongside the road to direct water to the dry lake.

5.8. *UPGRADE ACCESS ROADS AND ROADS TO COTTAGES (2.5Km running)*

- i. Clean road verges and cut fire breaks of 10m on both sides of the roads.
- ii. In the fire breaks remove weeds, increaser plants and invaders. Apply registered herbicides.
- i. Repair erosion damages and level with gravel or boiler ash or G5 to the correct standard.

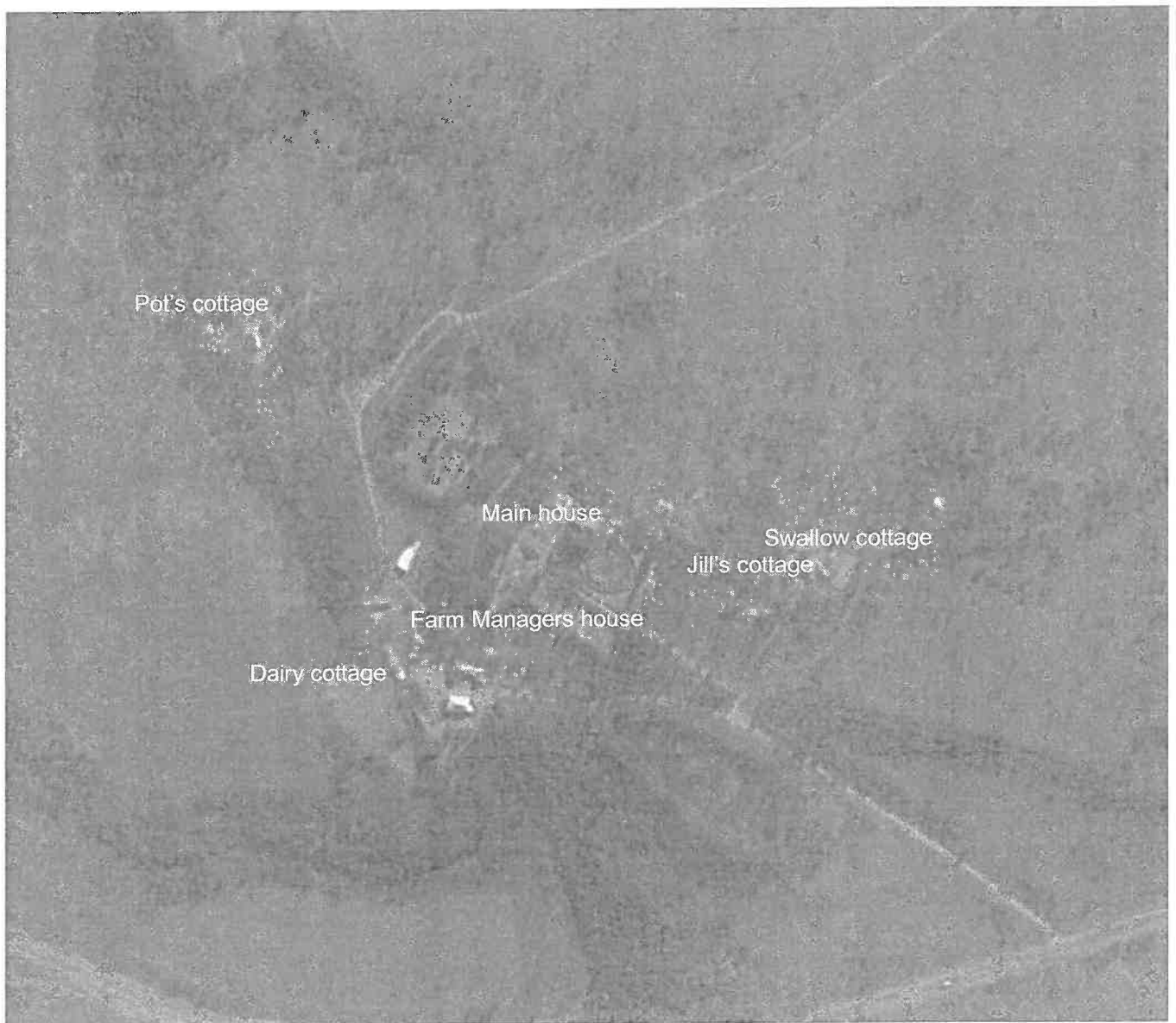
6. SITE DRAWINGS

6.1. A SITE DRAWINGS

(Photo's Tshwane 2009)

SAMMY MARKS MUSEUM (Including main building and 5 cottages) (21.6067H + 7.831H road)
Old Bronkhorstspuit Road (R104) ,
Turn Left 2kilometers from Hans Strydom Road (M10),
On to dirt side road

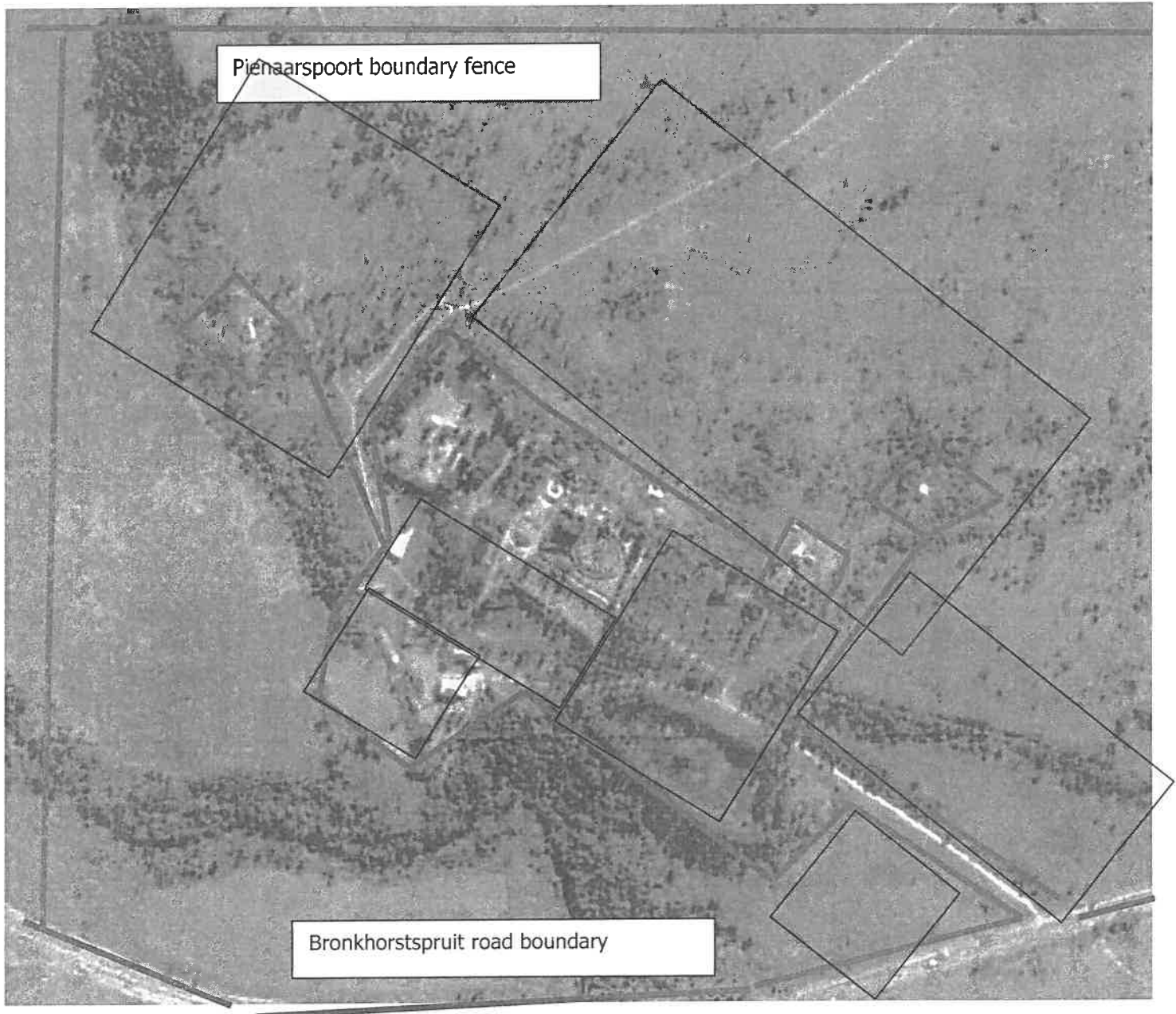
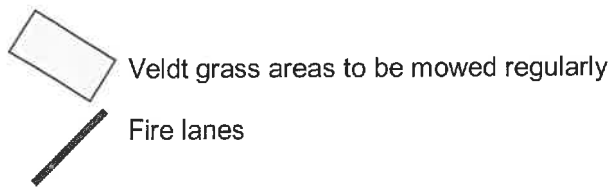
Sammy Marks Museum: Location of buildings



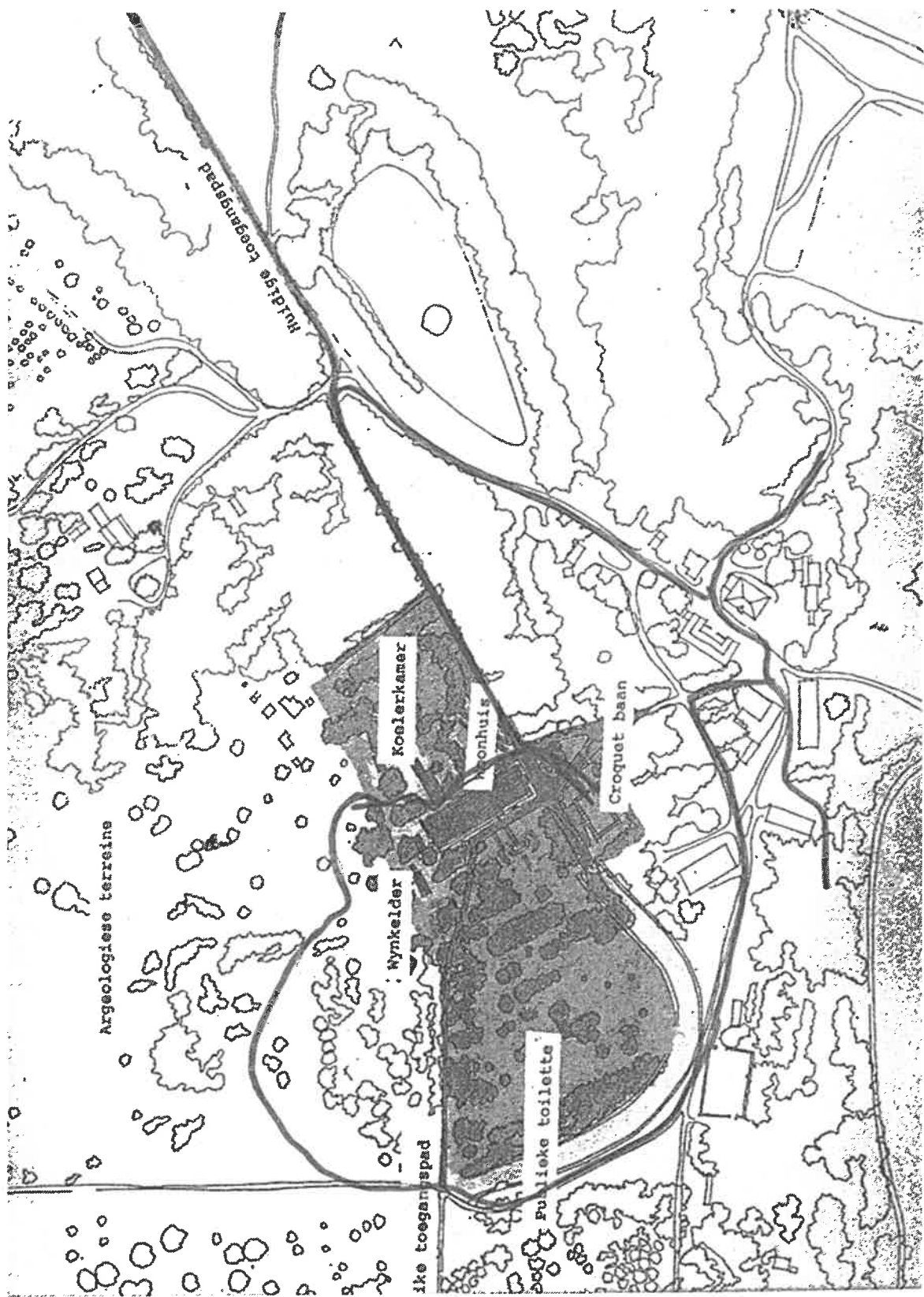
Sammy Marks Museum: Boundary of work area



Sammy Marks museum: Fire lanes



Sammy Marks Bird hiking trail



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.

DATE: _____

CONTRACTOR INFORMATION

CONTRACTOR COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ CODE: _____

FAX NO: _____ CODE: _____

CELL PHONE NO: _____

OWNER: _____

7. PRICING DATA / BILLS OF QUANTITY

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 / bills of quantities pages have been attached and are complete

CONTRACTOR SIGNATURE: _____

Duly confirm the above as true and correct.

DATE: _____

CONTRACTOR INFORMATION

CONTRACTOR COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ CODE: _____

FAX NO: _____ CODE: _____

CELL PHONE NO: _____

OWNER: _____



PRICING SCHEDULE

Bid no: PT23/020

Bid/ Project Description: A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.

ADMINISTRATION COMPLIENCE:
THE BELOW TABLE MUST BE FULLY AND PROPERLY COMPLETED.
FALLUAR TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.



**Pricing Data for the
Landscape Maintenance**

36 Months term contract, AN EPWP CONTRACT, for the supply of horticultural materials, garden maintenance, garden upgrades, repair of irrigation, and invader control at Ditsong Sammy Marks museum ANNEXURE A
ALL TEMS MUST BE PRICED FOR THIS BID TO BE RESPONSIVE.

DESCRIPTION	Quantities	Unit Price Year 1	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Site establishment					
Change Rooms	1				
Machine shed	1				
Equipment shed	1				
EPWP Branding	1 bill boards	Once off			
SUB TOTAL					

ADMINISTRATION COMPLIANCE:
THE BELOW TABLE MUST BE FULLY AND PROPERLY COMPLETED.
FALUAR TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.

COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS		ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Public liability Insurance (R5 Million)				
Contractors All Risk for (R5 Million)				
Compliance with OHS Act				
Administrative cost (Contracts, payslips, cell phone, etc.)				
SUB TOTAL				

ADMINISTRATION COMPLIENCE:
THE BELOW TABLE MUST BE FULLY AND PROPERLY COMPLETED.
FALUAR TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.

EMPLOYMENT COST		Quantities	Unit Price Year 1	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
EPWP BENEFICIARIES						
Gazetted minimum wage for Farm Workers		40				
UIF		74				
WCS		74				
PPE BRANDED + EPWP		74				
SUB TOTAL						
CONTRACTORS						
MANPOWER		Gazetted Minimum Wage	Unit Price Year 1	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Contract Manager		1				
Qualified Horticulturist		1				
Foreman		6				
Skilled labour		20				
Driver		2				
Specialists: Irrigation		1				
Specialists: Pest Control		1				
Specialists: Tree felling		1				
Specialists: OHS officer		1				
SUB TOTAL						

ADMINISTRATION COMPLIENCE:
THE BELOW TABLE MUST BE FULLY AND PROPERLY COMPLETED.
FALUAR TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.

Garden Maintenance

activities

ACTIVITIES	Quantities is listed for once off actions (m²)	Unit Price Year 1 per square meter	ANNUAL COST 1 to 12	Month	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Moving of lawns as per specifications (m²)	24820					
Maintenance of flowerbeds (m²)	4784					
Cleaning of all paved area daily per (m²)	2200					
Pruning of hedges (Running meters)	1154					
Cleaning of water features	1					
Slashing and maintaining fire breaks (m²)	15000					
Maintenance of pot plants and hanging baskets	56					
Pruning of trees	44					
Pruning of fruit trees in August	60					
Pruning of roses twice a year (August and February)	130					
Planting of annuals and herbs twice a year (September and April)	20000					
Collect and spread compost twice a year per (m³)	53					
Collect and spread mulch twice a year per (m³) (preferably pine needles, October and January)	53					
Scarify, Hollow finer, & supply topdressing for lawns in Aug on proven quantities (August)	24821					
Fertilizing of flowerbeds 3 times a year per (m²) (September, January and April) Organic 2:3:2 (supply)	4780					

ADMINISTRATION COMPLIENCE:
THE BELOW TABLE MUST BE FULLY AND PROPERLY COMPLETED.
FALUAR TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.

Fertilizing of lawns bi monthly during growing season (m²) (September, November, January and March) Organic 2:3:2(supply)	24820					
Maintenance of dirt roads per running kilometer	10					
Maintaining the House gutters	150					
Maintenance of solar system	4					

ADMINISTRATION COMPLIENCE:
THE BELOW TABLE MUST BE FULLY AND PROPERLY COMPLETED.
FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.

Irrigation maintenance and repairs	1				
Invader plant control	15000				
Pest Control	15001				
SUB TOTAL					

Declared mark-up on all supplied items and sub-contracting

ONCE OFF PROJECTS		Unit Price Year 1	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Drilling of a new borehole					
Reservoir tank					
Irrigation upgrade to 2 wire system					
Irrigation instalation at Jill's Cottage	4700m2				
Irrigation instalation at Pot's Cottage	6300m2				
Garden Upgrade at Jill's Cottage	4700m2				
Solar power for irrigation system	3				
GENERAL REPAIRS					
SUB TOTAL					

ADMINISTRATION COMPLIENCE:
THE BELOW TABLE MUST BE FULLY AND PROPERLY COMPLETED.
FALUAR TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.

Total transferred to DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE	SUB TOTAL			
	VAT (15%)			
	TOTAL FOR YEAR ONE			
GRAND TOTAL				
	FULL BID AMOUNT IN WORDS			

Signature:

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state? ☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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



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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ 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.



For External Use

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

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

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms:

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

and who will sign as follows:

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

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

Postal Code _____

Postal Address:

_____ Postal Code _____

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*



B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
3			
4			
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11			
12			
13			

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

Note:

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



DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.		
Tender / Quotation no:	PT23/020	Reference no:	2032

Date Bid Briefing Meeting: 16 November 2023

Time of Bid Briefing Meeting: 11:00 a.m.

Venue: Sammy Marks Museum

This is to certify that I, _____

representing

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.		
Tender / Quotation no:	PT23/020	Reference no:	2032

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

PROCUREMENT

Tender Number: PT23/020

Name of Tenderer ☐ EME² ☐ QSE³ ☐ Non EME/QSE (tick applicable box)

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

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

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.

1. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date



DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.		
Tender / Quotation no:	PT23/020	Closing date: Friday, 08 December 2023	Time: 11:00

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

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

1.1. Current projects

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



1.2. Completed projects

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

Name of Tenderer		Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 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 the table below are applicable:

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
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	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any Account or statement which is in the name of the Bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and - Medical Certificate indicating that the disability is permanent or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth (	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

- 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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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



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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



3. I hereby declare under Oath that:

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

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

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

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

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

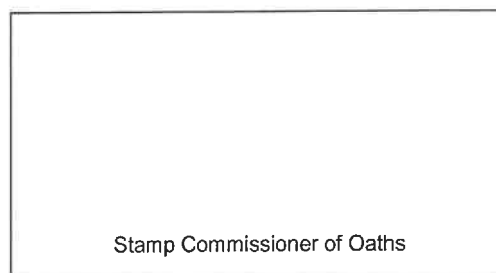
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



I hereby declare under Oath that:

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

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

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

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

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

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

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: PT23/020

BID/ PROJECT DESCRIPTION: A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.

NOTES:

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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



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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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



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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:			
Bid no:		Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	A 36 months EPWP term contract for the supply of horticultural materials, garden upgrades, repair of irrigation, firebreak maintenance, invader control, and garden maintenance at Ditsong Sammy Marks Museum.		
Project Leader:	G MAWELELA	Bid / Quote no:	PT23/020

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)

[illegible]