

3.4.1. General

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

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

3.4.1.3. 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

3.4.2. Pruning

Bushes:

3.4.2.1. Winter pruning

3.4.2.2. Winter pruning will commence in the month of July.

3.4.2.2.1. Stems to be not more than 300mm high and not lower than 200mm

3.4.2.2.2. Not more than five stems are to be left.

3.4.2.2.3. All equipment used is to be free from disease.

3.4.2.2.4. 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.

3.4.2.2.5. Spray pruned roses with Line sulphur.

3.4.2.2.6. Mulch rose beds with pine needles or an approved mulch.

3.4.2.3. Summer pruning

3.4.2.4. Summer pruning will commence in the month of February.

3.4.2.5. Stems to be not more than 500mm high and not lower than 400mm

3.4.2.6. All equipment used is to be free from disease.

3.4.2.7. 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

3.4.2.8. Mulch rose beds with pine needles or an approved mulch

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

3.4.2.10. Standards:

3.4.2.11. Pruning will commence in the Month of July

- 3.4.2.12. Stems at the crown of the standard are to be not more than 300mm high and not lower than 200mm.
- 3.4.2.13. Not more than five stems are to be left.
- 3.4.2.14. All shoots originating on the main stem are to be removed.
- 3.4.2.15. All equipment used is to be free from disease.
- 3.4.2.16. 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.
- 3.4.2.17. Spray pruned roses with Line sulphur.
- 3.4.2.18. Mulch rose beds with pine needles or an approved mulch.
- 3.4.2.19. **The contractor to supply all consumables to execute the action.**

3.5. Hedges

3.5.1. General

- 3.5.1.1. No open space in the hedge will be accepted; where plants have died they are to be replaced with the appropriate replacement plant.
- 3.5.1.2. Contractor is to supply replacement plants as part of monthly plant replacement.
- 3.5.1.3. Plants to be spaced 300mm apart when planted.
- 3.5.1.4. Hedges will always be clipped uniform and even.
- 3.5.1.5. No un-clipped hedges will be accepted.
- 3.5.1.6. Hedges to be clipped as and when required but new growth is not to exceed 150mm.
- 3.5.1.7. Clippings will not be left behind after clipping is done and disposed of in the appropriate manner, immediately.
- 3.5.1.8. Hedges will always be healthy and have a neat appearance.
- 3.5.1.9. Mulch beds with or approved mulch.
- 3.5.1.10. The contractor to supply all consumables to execute the action.
- 3.5.1.11. **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

3.6. Topiary trees

3.6.1. General

- 3.6.1.1. All topiary trees that are removed, vandalised, stolen or dead are to be replaced.
- 3.6.1.2. No missing plants will be accepted.
- 3.6.1.3. Contractor to supply and re-plant trees of the same type and size as the original plant.
- 3.6.1.4. Tree stakes and ties to be used where applicable.
- 3.6.1.5. Watering wells to be kept uniform 1 m with and 20cm high, weed free and filled with mulch 50 mm thick.
- 3.6.1.6. Topiaries will always be clipped uniform and even and be neatened as and when required but new growth is not to exceed 50mm.
- 3.6.1.7. **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
- 3.6.1.8. Clippings will not be left behind after clipping is done and disposed of in the appropriate manner immediately.
- 3.6.1.9. 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).
- 3.6.1.10. Irrigate before and after fertilization.
- 3.6.1.11. **The contractor to supply all consumables to execute the action.**

3.7. Palms

3.7.1. General

- 3.7.1.1. A programme is to be established in consultation with NDPWI contract manager for the pruning and neatening of the palms once a month.
- 3.7.1.2. This activity is to be undertaken by a suitably qualified and reputed contractor.
- 3.7.1.3. Flowers heads to be removed before the seeds are formed.

3.7.1.4. 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

3.8. Creepers

3.8.1. General

- 3.8.1.1. No creepers are to be removed from any walls without the consent or instruction of NDPWI contract manager.
- 3.8.1.2. As soon as any invasive creeper species are to be removed e.g. *Macfadyenaunquis-cati*.
- 3.8.1.3. All creepers will be trimmed and kept neat and tidy.

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

3.9.1. Mowing of firebreaks and veldt grass areas

- 3.9.1.1. 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.
- 3.9.1.2. Cuttings must be removed once a month.
- 3.9.1.3. 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.
- 3.9.1.4. This can be undertaken by brush cutter or slasher.

3.9.1.5. Penalties per annum:

- First time >50mm higher of >500mm narrower than specification =
Writing warning
- Second time >50mm higher of >500mm narrower than specification =
Less 50% of firebreak maintenance for the month at the specific property

- Third time >50mm higher of >500mm narrower than specification =
Less 1005 of firebreak maintenance for the month at the specific property
- Fourth time >50mm higher of >500mm narrower than specification =
NDPWI appoint a contractor for the expense of the main contractor to do the firebreak maintenance for the contract period

3.9.2. 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.

3.9.3. 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. Most of these are poisonous to farm animals. The site has farm animals and all care must be taken not to harm these animals. Preference must be given to hand control or biological control methods.

3.9.3.1. Penalties per invader plant:

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

3.9.4. Debris removal

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

3.9.5. 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.

4. GENERAL MAINTENANCE SPECIFICATIONS HARD LANDSCAPING

4.2. Fences

4.2.1. Clearing along boundary and electric fences

- 4.2.1.1.** 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.

4.2.1.2. 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

4.2.2. Debris removal

- 4.2.2.1.** 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.

4.3. Paving& Gravel pathways

4.3.1. Cleaning& repair

- 4.3.1.1.** 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
- 4.3.1.2.** Sweeping needs to be complete no later than 8:30 every day.
- 4.3.1.3.** 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.
- 4.3.1.4.** The contractor to supply all consumables to execute the action.
- 4.3.1.5.** 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.
- 4.3.1.6.** 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.

4.3.2. Weed Removal

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

- 4.3.2.2. 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. The site has farm animals and all care must be taken not to harm these animals. Preference must be given to hand control or biological control methods.
- 4.3.2.3. The contractor to supply all consumables to execute the action.
- 4.3.2.4. 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.
- 4.3.2.5. 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.
- 4.3.2.6. 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.
- 4.3.2.7. **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

4.3.3. Pest Control

- 4.3.3.1. 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 of the above.
- 4.3.3.2. 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.
- 4.3.3.3. **The contractor to supply all consumables to execute the action.**
- 4.3.3.4. The contractor shall not use insecticides or any other poison without the written approval of NDPWI contract manager.

4.4. Road surfaces

4.4.1. Cleaning & repair

- 4.4.1.1. 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.
- 4.4.1.2. 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.
- 4.4.1.3. The contractor to supply all consumables to execute the action.
- 4.4.1.4. 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.
- 4.4.1.5. **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

4.4.2. Weed Removal

- 4.4.2.1. The contractor shall undertake regular inspections to ensure that paving and edging remain free of weeds.
- 4.4.2.2. 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. The site has farm

animals and all care must be taken not to harm these animals. Preference must be given to hand control or biological control methods.

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

4.4.2.4. 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).

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

4.4.2.6. 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.

4.4.2.7. 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.

4.4.3. Pest Control

4.4.3.1. 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.

4.4.3.2. 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.

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

4.4.3.4. 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).

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

4.4.4. Structural integrity

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

4.4.4.2. 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.

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

4.5. 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.

4.5.1. 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.

4.5.2. Pest Control

- 4.5.2.1. 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.
- 4.5.2.2. 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.
- 4.5.2.3. The contractor shall not use insecticides or any other poison without the written approval of NDPWI contract manager.

4.5.3. Finishes

- 4.5.3.1. The maintenance contractor is to inspect all landscape elements as defined above on a regular basis.
- 4.5.3.2. Should any repairs be required, NDPWI contract manager is to be informed immediately.
- 4.5.3.3. Should any repairs or painting of these structures be required it will not be executed without the written approval of NDPWI contract manager.

4.5.4. 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.

4.6. Water Features

4.6.1. General

- 4.6.1.1. The contractor shall ensure the water features and fish ponds are fully functional at all times.
- 4.6.1.2. The maintenance responsibility of water features start from the main power supply (DV box) from the main buildings and is all inclusive.

4.6.2. Repair and maintenance of water features and fish ponds

- 4.6.2.1. The contractor shall complete a condition survey within one month of commencement of the contract.
- 4.6.2.2. 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.
- 4.6.2.3. 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. All warranties to be ceded to the Department on newly acquired pumps before payment will be processed for this replacement.
- 4.6.2.4. 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.
- 4.6.2.5. Contractor shall ensure all water features are equipped with safety nets or decorative safety grid.
- 4.6.2.6. Contractor to supply and place water plants in suitable containers in water features as allocated by NDPWI project managers.
- 4.6.2.7. Contractor to repair the water features to fully functional condition.
- 4.6.2.8. **The contractor to supply all consumables to execute the action.**

4.6.3. Cleaning

- 4.6.3.1. The contractor shall ensure that water features remains free of leaves, litter and other debris.
- 4.6.3.2. The contractor shall brush algae, silt or any other build-up from the water features as and when required.
- 4.6.3.3. Contractor to supply fish food where required.
- 4.6.3.4. Contractor to ensure safety nets and grids are in place at all times.
- 4.6.3.5. 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

4.6.4. Filtration Equipment

- 4.6.4.1. 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.
- 4.6.4.2. 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.

4.6.5. Malfunctioning

- 4.6.5.1. 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.
- 4.6.5.2. 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.

- 4.6.5.3. 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.
- 4.6.5.4. The contractor shall start the repair the water feature within 24 hours after malfunction is reported.
- 4.6.5.5. The contractor shall be responsible for the wellbeing of the fish while repairs are done.
- 4.6.5.6. **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

4.7. Irrigation Systems

4.7.1. General

- 4.7.1.1. The contractor is responsible for maintenance on all the pipes, sprayers, controllers, booster pumps, from the main power supply (DV box) from the main buildings and is all inclusive.
- 4.7.1.2. 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.

4.7.2. Spray heads and Filters

- 4.7.2.1. 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.
- 4.7.2.2. 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.
- 4.7.2.3. 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.
- 4.7.2.4. Only Rainbird products to be used.
- 4.7.2.5. The contractor to supply all consumables to execute the action.

4.7.3. Controllers

- 4.7.3.1. 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%.
- 4.7.3.2. 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 TBos II system and solenoid valves.
- 4.7.3.3. On approval of the quotation the repairs must be affected within 72hours.

4.7.4. Booster pumps

- 4.7.4.1. 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.
- 4.7.4.2. 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.
- 4.7.4.3. On approval of the quotation the pump must be replaced within 48hours.

4.7.5. Boreholes

- 4.7.5.1. 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
- 4.7.5.2. 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.
- 4.7.5.3. 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.

4.7.6. System Functionality

- 4.7.6.1. 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.
- 4.7.6.2. Small wear and tear replacements form part of the maintenance cost on the system.
- 4.7.6.3. In the event of water loss, the repair is to be effected immediately and NDPWI contract manager notified.
- 4.7.6.4. The contractor to supply all consumables to execute the action.

4.8. Gutters and storm water reticulation

4.8.1. Gutters

- 4.8.1.1. Gutters are to be inspected and cleaned weekly, and kept clean of leaves, twigs, and all other debris.
- 4.8.1.2. Proper PPE and safety measures must be in place during the inspection and cleaning.

4.8.2. Cleaning

- 4.8.2.1. 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.
- 4.8.2.2. The contractor shall clear soil, vegetation, litter and all other debris from such inlets, catch-pits and drainage channels as and when required.

4.8.3. Structural Integrity

- 4.8.3.1. 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.

4.8.3.2. 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

4.9. Dustbins & Rubbish removal from the site

4.9.1. General

- 4.9.1.1. All dustbins are to be cleaned and washed out once a week.
- 4.9.1.2. In prominent areas, the dustbins are to be monitored and emptied as soon as they are full. No dustbins are to overflow with litter.
- 4.9.1.3. Weekly on dustbin removal days, move the full rubbish bins to the road curb and return the bins when emptied by the Municipal service.
- 4.9.1.4. Concrete dustbins are to be lined with a plastic bag and secured.
- 4.9.1.5. All garden rubbish to be removed daily from site and disposed of at an appropriately registered waste disposal site.
- 4.9.1.6. No bags are allowed to stay overnight on site
- 4.9.1.7. No dumping is allowed on site.
- 4.9.1.8. 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

5. Guidelines for plant replacement and upgrades

5.2. CONSERVATION

5.2.1. 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.

5.2.2. 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.

5.2.3. 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.

5.3. Plant replacement

5.3.1. 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.

5.3.2. 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.

5.3.3. 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.

5.3.4. 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.
- All newly planted trees will be covered with small hole galvanised chicken wire to protect the small plant stems.

5.3.5. 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.

5.3.6. Natural Areas

Clearing of a 10m strip on interface between the buildings and surrounding vacant areas or neighbouring properties:

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. The site has farm animals and all care must be taken not to harm these animals. Preference must be given to hand control or biological control methods.

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. The site has farm animals and all care must be taken not to harm these animals. Preference must be given to hand control or biological control methods.

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

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

5.4.1. 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.

5.4.2. 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.

5.5. IRRIGATION INSTALATION.

Supply and installation of irrigation systems

- The contractor to supply a design drafted by a reputable supplier, 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

5.5.1. Specification on installation and repair of irrigation:

5.5.1.1. 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, T-Boss II control valves, irrigation controllers, storage tanks, equipping of boreholes, booster pumps and the supply of a drawing of the irrigation system/ installation as well as a working manual of the system. All existing irrigation systems have to be changed from a wire based system to the T-Boss II wireless 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.

5.5.1.2. 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.

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.

5.5.1.3. 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.

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.

6. PROJECTS

6.1. 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 24 months. Projects to be completed within the first 24 of the 36 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 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.

6.2. SOLAR SYTEM INSTALLATION.

- 6.2.1. The Contractor to install a SANS approved solar system to supply electricity to the irrigation systems including bore holes, water features, ponds, swimming pools and garden lights.
- 6.2.2. The Contractor to install a high quality system with a 12 month warranty and maintain this system for the full duration of this contract.
- 6.2.3. The contractor to supply with the security fencing around the solar system.
- 6.2.4. The contractor to install the solar system on a steel stand
- 6.2.5. The contractor to supply with Certificate of compliance (COC) after installation.

6.3. General repairs.

- 6.3.1. Irrigation
 - a. The Contractor shall ensure the boreholes are working perfectly, and replace when the need arise.
 - 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.

6.3.2. All flowerbed edges

- e. The Contractor shall install mow edging in all the gardens that do not already have brick or decorative mow edging.
- f. The Contractor shall identify the gardens that require mow edging and propose the type of mow edging that will be installed.
- g. 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.
- h. Edging to be cemented on to the concrete base.
- i. Flowerbed level to be adjusted accordingly.
- j. The Contractor to replace dead plants and trees when the need arise.

6.3.3. Hard landscaping

- k. 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.
- l. 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.
- m. The Contractor shall place stepping stones in areas where the need has been confirmed.
- n. The Contractor shall treat all wooden fences, decking and garden furniture with a suitable sealant.
- o. Contractor shall identify shortages in garden furniture.

6.3.4. Lawn

- p. The Contractor shall re-instate the correct lawn species in areas that do not have suitable lawn.
- q. The Contractor shall rectify lawn levels in areas where the need has been confirmed and supply when the need arise.

- 6.4. Any project or general repairs that arises during the term contract will be done as a general repairs.

SITE DRAWINGS

(Photo's Tshwane 2009)

PIONEER MUSEUM (9.5361H + 10.000H)

West out of Watermayer Street in to Keuning Street.
Left through gate to dirt road next to river.

PioneerMuseum: Boundary



Pioneer Museum: Veldt grass area



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: _____



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PT25/010

Bid/ Project Description: AN EPWP IMPLEMENTATION, 36-MONTHS TERM CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN FEATURES, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, MAINTENANCE OF IRRIGATION, FIREBREAK MAINTENANCE, AND INVADER CONTROL AT DITSONG PIONEER MUSEUM.

Paste Specifications or Terms of Reference here



PRICING SCHEDULE

Bid no: PT25/010

Bid/ Project Description: AN EPWP IMPLEMENTATION, 36-MONTHS TERM CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN FEATURES, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, MAINTENANCE OF IRRIGATION, FIREBREAK MAINTENANCE, AND INVADER CONTROL AT DITSONG PIONEER MUSEUM.

Paste Pricing Schedule here

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 Pioneer museum 2025

ALL TEMS MUST BE PRICED FOR THIS BID TO BE RESPONSIVE.

DESCRIPTION	Site establishment	Quantities	Unit Price	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Equipment shed/Machine shed		1				
EPWP Branding		1 bill boards	Once off			
SUB TOTAL						
COMPLIANCE WITH ADMINISTRATIVE COST		Quantities	Unit Price	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Administrative cost		1				
SUB TOTAL						
EMPLOYMENT COST		Quantities	Unit Price	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
EPWP BENEFICIARIES (Gazetted minimum wage for Farm Workers)		10				
PPE + BRANDING		28				
Weekend Overtime		5				
SUB TOTAL						
CONTRACTORS MANPOWER		Gazeted Minimum	Unit Price	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Qualified Horticulturist		1				
Foreman		2				
Skilled labour		10				
Driver		1				
Specialists: Irrigation		1				
Specialists: Pest Control		1				
Specialists: Tree felling		1				
Specialists: OHS officer		1				
SUB TOTAL						

Garden Maintenance activities

ACTIVITIES	Quantities is listed for monthly actions (m²)	Unit Price per (m²)	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
Moving of lawns as per specifications (m²)	36689				
Maintaining and slashing of veldgrass at garzing area(m²)	6517				
Maintenance of flowerbeds (m²)	1500				
Mainataining hardlandscaping structures(ea)	50				
Cleaning of paved areas,gravel and pathways daily (m²)	800				
Cleaning of Pond daily	1				
Cleaning of gutters and stormwater	12				
Pruning of trees	100				
Pruning of fruit trees in August (ea)	60				
Pruning of roses twice a year (August and February) (ea)	25				
Supply and planting of annuals and herbs twice a year (September and April)	4200				
Supply of compost twice a year per (dm³)	2500				
Scarify, Hollow tiner, & supply topdressing for lawns in Aug on proven quantities (August)	5000				
Fertilizing of flowerbeds qualerly (m²)	1500				
Fertilizing of lawns during growing season bi-monthly (m²)	5000				
Irrigation maintenance and repairs (ea)	1				
Daily Refuge removal (ea)	1				
Pest Control (m²)	6500				
Invader plant control (m²)	14809				
SUB TOTAL					

Declairred mark-up on all sup:plied items and sub-contracting (%)

ONCE OFF PROJECTS	Unit Price	ANNUAL COST Month 1 to 12	ANNUAL COST Month 13-24	ANNUAL COST Month 25-36
General repairs				
SUB TOTAL				
SUB TOTAL				
VAT(15%)				
TOTAL				
GRAND TOTAL				

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

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.



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

- 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			
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12			
13			
14			
15			
16			
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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			
5			
6			
7			
8			
9			
10			
11			
12			
13			

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	AN EPWP IMPLEMENTATION, 36-MONTHS TERM CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN FEATURES, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, MAINTENANCE OF IRRIGATION, FIREBREAK MAINTENANCE, AND INVADER CONTROL AT DITSONG PIONEER MUSEUM.		
Tender / Quotation no:	PT25/010	Reference no:	ADD-2025/110

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: Indicate

Venue: Indicate if applicable

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:	AN EPWP IMPLEMENTATION, 36-MONTHS TERM CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN FEATURES, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, MAINTENANCE OF IRRIGATION, FIREBREAK MAINTENANCE, AND INVADER CONTROL AT DITSONG PIONEER MUSEUM.		
Tender / Quotation no:	PT25/010	Reference no:	ADD-2025/110

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



AN EPWP IMPLEMENTATION, 36-MONTHS TERM CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN FEATURES, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, MAINTENANCE OF IRRIGATION, FIREBREAK MAINTENANCE, AND INVADER CONTROL AT DITSONG PIONEER MUSEUM.

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

PROCUREMENT

Tender Number: PT25/010

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

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:	AN EPWP IMPLEMENTATION, 36-MONTHS TERM CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN FEATURES, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, MAINTENANCE OF IRRIGATION, FIREBREAK MAINTENANCE, AND INVADER CONTROL AT DITSONG PIONEER MUSEUM.		
Tender / Quotation no:	PT25/010	Closing date: Tuesday, 02 December 2025	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 BBEE 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.



Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			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 (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:

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

80/20 or 90/10

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:

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

80/20 or 90/10

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.

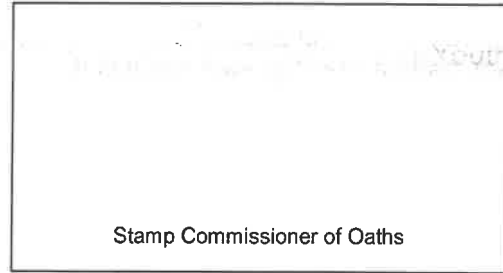
Deponent Signature _____

Page 41 of 54



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: PT25/010

BID/ PROJECT DESCRIPTION: AN EPWP IMPLEMENTATION, 36-MONTHS TERM CONTRACT, FOR THE SUPPLY OF HORTICULTURAL MATERIALS, GARDEN FEATURES, GARDEN UPGRADES, INSTALLATION OF IRRIGATION, MAINTENANCE OF IRRIGATION, FIREBREAK MAINTENANCE, AND INVADER CONTROL AT DITSONG PIONEER 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.