


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 249S/2025/26

TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE	25 June 2026
CLOSING TIME	10:00 am
TENDER BOX NUMBER	200
TENDER FEE	R 200

Non – refundable tender fee payable to the City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the “Tenderer”)	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
1
2
3

TABLE OF CONTENTS

THE TENDER.....	3
T.1 GENERAL TENDER INFORMATION	3
T.2 CONDITIONS OF TENDER	4
2.1 General.....	4
2.2 Tenderer's obligations	8
2.3 The CCT's undertakings.....	18
THE CONTRACT	26
C.1 DETAILS OF TENDERER/SUPPLIER	27
C.2 FORM OF OFFER AND ACCEPTANCE	28
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION)	28
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT)	29
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE)	30
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE).....	31
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	32
C.4 PRICE SCHEDULE	33
C.5 SPECIFICATION(S).....	44
C.6 SPECIAL CONDITIONS OF CONTRACT	90
C.7 GENERAL CONDITIONS OF CONTRACT	102
C.8 ANNEXURES	112
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY	112
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT	113
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE	115
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE	117
ANNEXURE F - TENDER RETURNABLE DOCUMENTS.....	120
<i>Schedule F.1: Contract Price Adjustment</i>	<i>120</i>
<i>Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums</i>	<i>121</i>
<i>Schedule F.3: Declaration for Procurement above R10 million.....</i>	<i>122</i>
<i>Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022</i>	<i>123</i>
<i>Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended).....</i>	<i>133</i>
<i>Schedule F.6: Conflict of Interest Declaration</i>	<i>135</i>
<i>Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8).....</i>	<i>136</i>
<i>Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT</i>	<i>138</i>
<i>Schedule F.9: Certificate of Independent Tender Determination</i>	<i>139</i>
<i>Schedule F.10: Proposed Deviations And Qualifications By Tenderer</i>	<i>140</i>
<i>Schedule F.11: List of Other Documents Attached By Tenderer.....</i>	<i>141</i>
<i>Schedule F.12: Record of Addenda to Tender Documents</i>	<i>142</i>
<i>Schedule F.13: Information to Be Provided With the Tender.....</i>	<i>143</i>
<i>Schedule 13.1: Staff Experience</i>	<i>144</i>
<i>Schedule 13.2: Human Resources</i>	<i>146</i>
<i>Schedule 13.3: Vehicles and Machinery</i>	<i>148</i>
<i>Schedule F.14: Appeal Application.....</i>	<i>149</i>
<i>Schedule F.15: Plant Supply</i>	<i>150</i>
<i>Schedule 14: Maps</i>	<i>153</i>

THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **22 May 2026**
- SITE VISIT/CLARIFICATION MEETING** : Time: **10h30** on Date: **04 June 2026**
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **Woodstock Town Hall**
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **TENDER NO. 249S/2025/26: - TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES**]
- , the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** : Email: zunaid.allie@capetown.gov.za
scm.tenders6@capetown.gov.za

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS "OR EQUIVALENT"

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the "Tender" / "Tender Document"), its evaluation and acceptance and any resulting contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the the Contract and/or this tender and/or any applicable laws .

2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the corresponding tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the Parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

The CCT intends to appoint four tenderers, one per area (the highest ranked tenderer ("the winner") and in addition one "alternative tenderer") per area for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderer).

Each tenderer may only be awarded a maximum of one (1) Area as "the winner" and a maximum of 1 Area as the "alternative tenderer"; however, the CCT reserves the right to offer an already successful tenderer another Area as "the winner" and another Area as the "alternative tenderer" to a maximum of Two (2) Areas i.e. two (2) Areas as "the winner" and two (2) Areas as an the "alternative tenderer" should there remain any Areas which have not been tendered for/awarded, based but not limited to tender ranking.

- confirmation of sufficient capacity (personell, vehicles and equipment)
- risk analysis

Tenderers to indicate the area of preference as listed below. Tenderers to complete the table below and must tender for all areas.

Area of Preference	Indicate area of choice in terms of preference (First, Second, Third or Fourth)
North	
South	
East	
Central	

The contract period shall be for a period of **36** months from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of applicable procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of

evaluation stated in the Conditions of Tender, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Standby Bidder

“Standby Bidder” means a bidder, identified by the CCT at the time of awarding a bid that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy, as amended from time to time.

2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the CCT in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant’s rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person’s rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

- 2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

- 2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms “data subject”, “Personal Information” and “Processing” shall have the meaning as set out in section 1 of POPIA, and “Process” shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Schedule F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the CCT's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD)

as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);
- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

A non compulsory briefing session will be held. Tenderers are encouraged to attend.

2.2.1.1.4 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Evaluation Criteria	Applicable values/points	Weight
Vehicles & Machinery	33	33
Experience of Tendering Entity	34	34
Staff	33	33
Total		100

	Points for each Criteria	Scoring Criteria	Maximum Points to be scored per sub criteria
<u>Vehicles:</u> <ul style="list-style-type: none"> Registration document of vehicles and trailers owned by tendering entity or the directors/owners of the tendering entity. No points will be allocated if the owned vehicle registration document is not attached If to be hired, written agreement from the Lessor that the vehicles/trailers will be available for the duration of the contract to be attached. (Vehicles to be from a reputable company). No Points will be allocated if the hired/ leased agreement and license certificates is not attached NB: Tenderers must provide all the information as per schedule 13 	33	0 1Ton bakkie – 0 points 1-5 1Ton bakkie - 5 points = or > 6 1ton Bakkie – 8 points 0 Trailers – 0 points 1-5 Trailers - 3 points = or >6x Trailers – 6 Points 0 5ton tipper truck – 0 points 1-5 5ton tipper trucks – 6 points = or >6x 5ton tipper trucks – 9 points	23

	Points for each Criteria	Scoring Criteria	Maximum Points to be scored per sub criteria
<p><u>Machinery:</u></p> <ul style="list-style-type: none"> Tenderer to indicate if owned or hired/leased. Proof to be submitted if owned by the tendering entity or the directors/owners of the tendering entity If to be hired, written agreement from the lessor that the machinery will be available for the duration of the contract to be attached. If owned, asset register and ownership document to be attached NB: Tenderers must provide all the information as per schedule 13 		<p>Tractor with attachments – (2 points).</p> <p>Rotary mowers – Self-propelled – (1 point).</p> <p>Brushcutters – (1 point)</p> <p>Ride-on scag – (2 points)</p> <p>Chain-saws – (1 point)</p> <p>Extension pole pruner – (1 point)</p> <p>Hedge trimmers – (1 Point)</p> <p>Backpack Blowers – (1 point)</p> <p>0 points will be allocated for each machinery not provided</p>	10
<p><u>Tendering Entity Experience within the industry:</u></p> <ul style="list-style-type: none"> (Tenderers to provide completion certificates/ invoices/ purchase orders/ job completion forms indicating the value) 	34	<p>Years' experience</p> <p>0-5 years = 0 points</p> <p>>5 - 10 years = 5 points</p> <p>>10 to 15 years = 10 points</p> <p>>15 years = 14 points</p>	14
		<p>Value of previous contracts completed.</p> <p>R0-R150 000 – 0 Points</p> <p>R150 001 – R300 000 – 2 Points per project up to a maximum of 8 points.</p>	20

	Points for each Criteria	Scoring Criteria	Maximum Points to be scored per sub criteria
		<p>R300 001 – R500 000.00 – 3 Points per project up to a maximum of 12 points.</p> <p>R500 001 – R 800 000.00 – 4 Points per project up to a maximum of 16 points.</p> <p>>R 800 000.01 – 5 Points per project up to a maximum of 20 points.</p>	
<p><u>Staff:</u></p> <ul style="list-style-type: none"> • Complete Schedule 13.1 in full. • CV's of supervisors/Drivers to be attached • CV's of site manager to be attached defining there roles • CV's of Machine operators to be attached • CV of Artisan and irrigation technician to be attached 	33	<p>Site manager</p> <p>0-2 years = 0 points >2-5 years = 5 points >5-10 years = 9 points >11 years = 13 points</p>	13
		<p>Number of Supervisors/Drivers:</p> <p>0 supervisor/driver – 0 points 1-5 = 2 points 6-10 = 5 points</p>	5
		<p>Artisan or Irrigation technician</p> <p>Less than 3 years experience – 0 points</p> <p>>3 - 5 years' experience = 4 points</p>	15
		<p>Irrigation technician</p> <p>Less than 3 years experience – 0 points</p> <p>>3 - 5 years' experience = 4 points</p>	
<ul style="list-style-type: none"> • CV's of Machine operators to be attached 		<p>Machine operators</p> <p>Less than 3 years experience – 0 points</p> <p>>3 - 5 years' experience = 4 points</p>	
<ul style="list-style-type: none"> • CV and qualification of horticulturist/Lanscaper to be attached 		<p>Qualified horticulturist/Lanscaper (or equivalent qualification)</p> <p>No qualified horticulturist/Lanscaper - 0 points</p>	

	Points for each Criteria	Scoring Criteria	Maximum Points to be scored per sub criteria
		Qualified with min 3 years experience - 3 points	
			100

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

The evidence provided must be included in schedule 13.1 – 13.3. Complete schedule in full.

Where the entity tendering is a Joint Venture, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

Registration documents to be attached for all vehicles owned by tendering entity or director/owner. If vehicles are to be hired, a hiring agreement from the Lessor must be attached as part of tender submission.

Tendering Entity Experience - Indicate whether experience with contracts are for Horticultural maintenance and/or new installations.

Site manager - The CV of the site manager/s to be provided clearly defining role and years of experience as a site manager.

Supervisors/Drivers - All supervisors and drivers listed must provide valid RSA licence or alternatively if from foreign country to include proof that is it valid in RSA.

Artisan or Irrigation technician - The CV of the artisan and Irrigation technician/s to be provided clearly defining role and years of experience as a site manager.

Horticulture/ Landscaper – Minimum qualification is a National Diploma in horticulture/landscaping. The CV's to be provided clearly defining the role and years of experience.

NB: Staff must be replaced with equal or higher requirements for the duration of the contract.

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender

document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

The tenderer shall treat as strictly confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of the said notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile, or registered post or other lawful means.

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

Tenderers should be represented at the site visit/clarification meeting by a duly authorised person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the Conditions of Tender, the tenderers may submit alternative tender

offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he/she/it shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative tender offer to the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

2.2.12.5 The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.6 The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.10 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off

against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

2.2.16 Clarification of tender offer, or additional information, after submission

Tenderer's shall promptly provide clarification of its tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

Before making an award the CCT must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the CCT, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.
- b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly

- acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
 - d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
 - e) Received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The CCT reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 two-envelope system

2.3.4.1 Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

The CCT shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

The CCT shall determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) Detrimentially affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the Price Schedule; or
- c) Arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) The summation of the prices; or
 - iii) Calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

[2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per rates as set out in the **Price Schedule (Section 7)**:

- Based on the sum of the rates in relation to a typical project/job.]

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Preference points shall be based on the Specific Goal as per below:

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	<p>Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i></p>	8
2	<p>Enterprise Supplier Development and Socio Economic Development</p> <p>> 15% of total expenditure = 6 points > 12% up to 15% of total expenditure = 5 points > 9% up to 12% of total expenditure = 4 points > 6% up to 9% of total expenditure = 3 points > 3% up to 6% of total expenditure = 2 points >= 1% up to 3% total expenditure = 1 points < 1% of total expenditure = 0 points</p>	6
3	<p>Skills Development OR Employee Share Scheme</p> <p>Skills Development</p> <p>> 5% of total profit = 6 points > 4% up to 5% of total profit = 5 points > 3% up to 4% of total profit = 4 points > 2% up to 3% of total profit = 3 points > 1% up to 2% of total profit = 2 points >= 0.5% up to 1% of total profit = 1 points < 0.5% of total profit = 0 points</p> <p>OR Employee Share Scheme</p> <p>> 15% employee ownership = 6 points > 12% up to 15% employee ownership = 5 points > 9% up to 12% employee ownership = 4 points > 6% up to 9% employee ownership = 3 points > 3% up to 6% employee ownership = 2 points >= 1% to 3% employee ownership = 1 points < 1% employee ownership = 0 points</p>	6
	Total points	20

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>		
1	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	4
2	Enterprise Supplier Development and Socio Economic Development <i>> 15% of total expenditure = 3 points</i> <i>> 10% up to 15% of total expenditure = 2 points</i> <i>>= 5% up to 10% of total expenditure = 1 points</i> <i>< 5% of total expenditure = 0 points</i>	3
3	Skills Development OR Employee Share Scheme Skills Development <i>> 5% of total profit = 3 points</i> <i>> 3% up to 5% of total profit = 2 points</i> <i>>= 1% up to 3% of total profit = 1 points</i> <i>< 1% of total profit = 0 points</i> OR Employee Share Scheme <i>> 15% employee ownership = 3 points</i> <i>> 10% up to 15% employee ownership = 2 point</i> <i>>= 5% up to 10% employee ownership = 1 point</i> <i>< 5% employee ownership = 0 point</i>	3
Total points		10

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability

of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) Does not allow any preferred tenderer a second or unfair opportunity;
- b) Is not to the detriment of any other tenderer; and
- c) Does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the CCT reserves the right to consider the next ranked tenderer(s).

2.3.12.4 The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of

(inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate an StandbyBidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.


2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 26 of 80

TENDER NO: 249S/2025/26
TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES
CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended (“the Purchaser”) herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Supplier” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS “THE PARTIES” AND INDIVIDUALLY A “PARTY”)

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

- Individual / Sole Proprietor
 Close Corporation
 Company
- Partnership or Joint Venture or Consortium
 Trust
 Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(_____) _____ Fax :(_____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO: 249S/2025/26

TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 249S/2025/26

TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 249S/2025/26

TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date, is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject

 Details

.....

.....

2 Subject

 Details

.....

.....

3 Subject

 Details

.....

.....

4 Subject

 Details

.....

.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the *Tender Returnable Documents*, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 249S/2025/26

TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND

..... ,
(Supplier/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

..... , as an employer in its own right in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (hereafter "OHSa") and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSa and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSa and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at..... on the.....day of.....20

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

The following monthly maintenance items are to include all costs for management, labour, materials listed in the specifications, as well as procurement, delivery, removal, removal of subsequent waste, relocation of specified materials and equipment on site, application, required equipment, setting out, measuring, programming.

ITEM NO.	DESCRIPTION	UNIT	Rate year 1 (excl. VAT)	Rate year 2 (excl. VAT)	Rate year 3 (excl. VAT)
A.1	Company's Garden: Arboriculture inspection & report. Inspect all trees and submit reports to the Project manager.	month	R	R	R
A.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
A.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
A.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
A.5	Hard Landscape elements Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
A.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
A.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

B.1	De Waal Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
B.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
B.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
B.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
B.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
B.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
B.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

C.1	Trafalgar Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
C.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
C.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
C.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
C.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
C.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
C.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

D.1	Sea Point Promenade: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
D.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
D.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
D.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
D.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
D.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
D.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

E.1	Jack Muller Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
E.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
E.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
E.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
E.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
E.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
E.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

F.1	Durbanville Rose Garden: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
F.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
F.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
F.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
F.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
F.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
F.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

G.1	Valhalla Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
G.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
G.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
	Water Features, water bodies and drinking				

G.4	fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
G.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
G.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
G.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

H.1	Nantes Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
H.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
H.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
H.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
H.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
H.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
H.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

I.1	Ardene Gardens: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
I.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
I.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
I.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
I.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
I.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
	Containers: Hiring of Containers for all tools and equipment and a container to house staff				

I.7		month	R	R	R
J.1	Keurboom Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
J.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
J.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
J.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
J.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
J.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
J.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R
K.1	Rondebosch Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
K.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
K.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
K.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
K.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
K.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
K.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R
L.1	Westridge Gardens: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
L.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
L.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R

L.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
L.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
L.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
L.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

M.1	Wynberg Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
M.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
M.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
M.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
M.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
M.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
M.7	Containers: Hiring of Containers for all tools and equipment and a container to house staff	month	R	R	R

N.1	Maynarville road Park: Arboriculture inspection & report: Inspect all trees and submit reports to the Project manager.	month	R	R	R
N.2	Cleaning & Waste management: Manage the waste management process as specified.	month	R	R	R
N.3	Irrigation: Maintain the irrigation system in its entirety to expectations and good practices, and to full operations standards.	month	R	R	R
N.4	Water Features, water bodies and drinking fountains: Maintain the water feature, water bodies, and drinking fountains in pristine condition, as per specification.	month	R	R	R
N.5	Hard Landscape elements: Paved surfaces, garden walls and columns: Maintain the hard surfaces clear of litter and in good state for use as per specification.	month	R	R	R
N.6	Site Inspection & report: Inspect all Timber items, Play Parks, Gym equipment, building maintenance, Groundworks, Signage & lighting and submit reports to the Project manager.	month	R	R	R
	Containers: Hiring of Containers for all tools				

N.7	and equipment and a container to house staff	month	R	R	R
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The following items are to include all costs for materials listed in the specifications, as well as procurement, delivery, removal of subsequent waste, relocation of specified materials and equipment on site, application, required equipment, setting out, measuring, programming.

The following items to be used at various District parks and Beautification high profile sites and directorate

ITEM NO.	DESCRIPTION	UNIT	Rate year 1 (excl. VAT)	Rate year 2 (excl. VAT)	Rate year 3 (excl. VAT)
M.1	Turf Management: Mowing	m ²	R	R	R
M.2	Granular fertilizing mechanical application for general landscape turf. Rate to be per application	m ²	R	R	R
M.3	Fertilizer application using walk behind fertilizer spreader	m ²	R	R	R
M.4	Liquid fertilizer by mechanical application	m ²	R	R	R
M.5	Top dressing. Rate to be per application	m ²	R	R	R
M.6	Aeration to general landscape lawn areas – Rate to be per application	m ²	R	R	R
M.7	Aeration to general landscape lawn areas – hollow tine, incl core removal from site. Rate to be per application	m ²	R	R	R
M.8	De-Thatching or frase mowing to general landscape lawn areas, incl removal of cuttings from site. Rate to be per application	m ²	R	R	R
M.9	Spraying to general landscape lawn areas – chemical spray for pathogen and weed control of all turf locations. Rate to be per application using a ride on sprayer	m ²	R	R	R
M.10	Spraying to landscape turf areas – chemical spray for pathogen and weed control of all turf locations. Rate to be per application, using knap-sak for spot sparying	m ²	R	R	R
M.11	Spraying to landscape turf areas – chemical spray for pathogen and weed control of all turf locations. Rate to be per application, using knap-sak for spot sparying	m ²	R	R	R
M.12	Removing of weeds in turf areas – Manual removing of weeds of all turf locations	m ²	R	R	R
M.13	Sod cutter, including transport to and from site, operator, fuel and blades	m ²	R	R	R
M.14	The soil preparation for sodding. See specification as reference.	m ²	R	R	R
O.1	PLANT BEDS: Fertilising	m ²	R	R	R
O.2	Compost	m ²	R	R	R
O.3	Mulch	m ²	R	R	R
O.4	Weeding and Cultivation	m ²	R	R	R
O.5	Pruning of shrubs, groundcovers, hedges ,roses and climbers	m ²	R	R	R
O.6	Thinning of plants (Splitting and dividing)	m ²	R	R	R

O.7	Planting	m ²	R	R	R
P.1	SUPPLY OF PLANTS: 6 packs herbs	No.	R	R	R
P.2	6 packs annuals	No.	R	R	R
P.3	6 packs vegetables	No.	R	R	R
P.4	6 packs perennials	No.	R	R	R
P.5	6 packs groundcover	No.	R	R	R
P.6	4 packs groundcover	No.	R	R	R
R.1	BULBS: Gloriosa (Flame Lilly)	No.	R	R	R
R.2	Iris confuse	No.	R	R	R
R.3	Lilium	No.	R	R	R
R.4	Dahlia miniature	No.	R	R	R
R.5	Dahlia bedding mix	No.	R	R	R
R.6	Daffodil yellow	No.	R	R	R
R.7	Daffodil miniature	No.	R	R	R
R.8	Rananculus	No.	R	R	R
R.9	Tulips	No.	R	R	R
S.1	SEEDS: African daisy	Per 100g packs	R	R	R
S.2	Aster giants	Per 100g packs	R	R	R
S.3	Aster patio mix	Per 100g packs	R	R	R
S.4	Beans	Per 100g packs	R	R	R
S.5	Cabbage	Per 100g packs	R	R	R
S.6	Carnation mix	Per 100g packs	R	R	R
S.1	Carrot	Per 100g packs	R	R	R
S.7	Delphiniums	Per 100g packs	R	R	R
S.8	Helianthus	Per 100g packs	R	R	R
S.9	Onion	Per 100g packs	R	R	R

S.10	Parsley	Per 100g packs	R	R	R
S.11	Kikuyu	Per 100g packs	R	R	R
S.12	Sweetcorn	Per 100g packs	R	R	R
S.13	Foxglove	Per 100g packs	R	R	R
S.14	Petunia	Per 100g packs	R	R	R
S.15	Common plants 4kg	No.	R	R	R
S.16	Common Plants 10kg	No.	R	R	R
S.17	Succulents 4kg	No.	R	R	R
S.18	Significant plants 4kg	No.	R	R	R
S.19	Significant Plants 10kg	No.	R	R	R
S.20	Coastal Plants	No.	R	R	R
S.21	Arctotus stoechadifolia (Eco tray)	No.	R	R	R
S.22	Limonium capense 4kg	No.	R	R	R
S.1	Pelargonium capitatum (Eco tray)	No.	R	R	R
S.23	Felicia amelloides 4kg	No.	R	R	R
S.24	Limonium peregrinum 4kg	No.	R	R	R
S.25	Phylica erocoides	No.	R	R	R
S.26	Roses 4kg	No.	R	R	R
S.27	Roses 10kg	No.	R	R	R
T.1	SUPPLY OF TREES: 10l bag	No.	R	R	R
T.2	20l bag	No.	R	R	R
T.3	50l bag	No.	R	R	R
T.4	100l bag	No.	R	R	R
T.5	250l bag	No.	R	R	R
U.1	PLANTING OF TREES: 100L	No.	R	R	R
U.2	250L	No.	R	R	R

U.3	500L	No.	R	R	R
U.4	1000L	No.	R	R	R
V.1	SUPPLY OF HARD LANDSCAPING: 19mm Brown crushed stone	M3	R	R	R
V.2	19mm Grey crushed stone	M3	R	R	R
V.3	Gabion rock Saliica Brown	M3	R	R	R
V.4	22mm Brown gravel stone	M3	R	R	R
V.5	White landscaping pebbles	M3	R	R	R
W.1	SUPPLY OF POTS: Terracotta Small	No.	R	R	R
W.2	Terracotta Medium	No.	R	R	R
W.3	Terracotta Large	No.	R	R	R
W.4	Pollywood Small	No.	R	R	R
W.5	Pollywood Medium	No.	R	R	R
W.6	Pollywood Large	No.	R	R	R
X.1	CLEANING – External: Litter picking	m ²	R	R	R
X.2	Bin cleaning	No.	R	R	R
Y.1	Water management: Supply of potable	kl	R	R	R
Y.2	Supply of non potable	kl	R	R	R
Y.3	Sample analyses	No.	R	R	R
Z.1	Miscellaneous rates: Remove bees (rate to remove 1 hive)	No.	R	R	R
Z.2	Remove wasps (rate to remove 1 hive)	No.	R	R	R
Z.3	Remove moles	No.	R	R	R
Z.4	Soil analyses - Provide one sample per bed and lawn area, and have the sample analysis including collection, provision of a sterile container to hold the sample, delivery to the laboratory and provide resulting recommendation.	No.	R	R	R
AA.1	LABOUR RATES INCLUDES TRANSPORT COSTS FOR CLEANING: Cleaner week day normal time	Per month	R	R	R
AA.2	Cleaner weekday overtime	Per month	R	R	R

AB	PROVISIONAL SUM FOR APPOINTMENT OF SPECIALIST SUBCONTRACTOR/ SERVICES: For any additional specialized work/ services required that is not covered in the BOQ, such work shall be priced at new rates that take into account the labour, engineering, drawings, material, transport, specialist expertise, and plant necessary for executing the work plus an allowance of a percentage mark-up thereon. On request of the Project manager, contractors will be required to obtain 3 quotations in accordance with requirements as stipulated in the contract document for specialist services/ items not specifically included in the contract data.	Prov Sum	R 85 000.00	R 85 000.00	R 85 000.00
AC	Add percentage mark-up to provisional sum	%			

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Rates submitted for labour must be equal to or more than the minimum wage specified in the latest Sectoral Determination, available at the time of tender, for the Contract Cleaning Sector issued by the Department of Labour. These rates will only be used for evaluation purposes and not limited to. If a tenderer submits labour rates below this wage then their tender will may be deemed non-responsive. after risk analysis by the CCT
- 5.9 Labour rates submitted for Overtime/Saturdays and Sunday/Public Holidays must comply with the requirements of the Basic Conditions of Employment Act, aligning with 1.5 and 2.0 times/multiples respectively.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATIONS

The facilities will include but not limited to:

The Company's Garden
 De Waal Park
 Trafalgar Park
 MouillePoint/Sea Point Promenade
 Jack Muller
 Majic Forest
 Durbanville Rose Garden
 Wynberg Park
 Maynardville Park
 Arderne Gardens
 Khayelitsha Wetland Park
 Zandvlei
 Nantes Park
 Valhalla Park
 Keurboom Park
 Rondebosch Park
 Recreation and Parks Beautification Projects/Areas

1. The following specifications and quantifications set out the scope of works that are required to be undertaken by the contractor.
2. To supply all necessary management staff, materials and resources necessary to undertake the works set out in the following specifications, including, allowing for the administrative and health and safety requirements of the maintenance and adhoc projects
3. The specifications are considered as a minimum standard required.
4. To maintain the designated areas to the highest standards, including:
 - a. Horticultural and arboriculture standards. This will include the maintenance of lawns areas, planted areas, and trees.
 - b. Cleaning
 - c. Irrigation and grey water systems, water features, drinking fountains and water bodies
 - d. Paving, and all hard landscape elements Signage, Timber structures, landscape features, Trim/Gym park equipment, Play park equipment, Fences and gates, booms and bollards,
 - e. Minor infrastructure and building maintenance,

C. FACILITY REQUIREMENTS

Working conditions

- a. The contractor is to allow for the costs for the following within the rates provided. The contractor is to provide confirmation of the following 7 working days after commencement of contract:
 - 1) Sites works hours
 - 2) Allowance for rain days, 3) Disciplinary procedures 4) Uniform issue policy.
 - 5) Transport arrangements for all staff to and from site.
 - b. The company staff and work policy is to agree with the city's policies and the prevailing labour laws of South Africa.
 - c. The facilities are public amenities and maintenance staff will be subject to the constant scrutiny of facility users, local residents and the community at large. Both the appearance and behaviour of the staff will contribute to the visitor's experience, who must comply with the requirements specified under 'Maintenance Team'.
 - d. The tenderer is to provide a schedule describing the sites that will have permanent staff deployed to the site, or serviced by a roving team. The schedule is to include the frequency of visits to those sites serviced by the roving team.
2. Response times
 - a. The following are expected response times to the ad hoc items:
 - 1) Repairs to ablutions - 4hr response time to inspect and identify the problem, repair if possible or isolate the problem until a quote is provided which must be provided within 24 hrs.
 - 2) Irrigation repairs - 4hrs response time to inspect and identify the problem, repair if possible or isolate the problem until a quote is provided which must be provided within 24 hrs.
 - 3) Play and exercise equipment - 1 hr response time to inspect and identify the problem, repair if possible or isolate the problem until a quote is provided which must be provided within 24 hrs.
 - 4) Waste removal - 1 hr response time remove the waste.

- 5) Generally, works that have received a Purchase Order are to be completed within the agreed period set out on the contractor's commitment plan.
- b. Note: If the repair is of such a nature that it would require specialist attention and materials, then such an occurrence would not be subject to penalties, however, the contractor must have inspected the issue and reported to the facility manager within the stipulated period. There after a work program will be agreed to, to which the contractor must comply.
3. Meetings
- a. Monthly meetings – The Facilities Manager will hold meetings as required, the contractor's senior management and / or company owner will attend at least one meeting per month.
- b. The Facilities Manager may hold regular subject specific meetings as and when required which the site manager must attend.
4. Reports
- a. The facilities are highly managed sites with the client requiring reports covering all sections of the contract at regular intervals. These requirements may change from time to time and from site to site; and the contractor is required to oblige the client with the reports covering the specific scope in a clear and legible format. These reports will be site specific, and could include all facets of the works done, including maintenance works, ad hoc works and events, as well as administrative functions like training, programming and progress reports, invoicing, incident reports etc as required by the facility manager.
- b. Summarised weekly reports will be issued by Monday morning or as directed by the Facilities Manager, these will form the basis for the monthly report.
- c. Monthly reports will be issued by the last day of the month, and issued with the monthly invoice, unless otherwise directed by the relevant facility manager. Failure to do so will result in delay in signing off the monthly invoice.
- d. The contractor may be required to compile a quarterly and annual report.
5. Programs
- a. The contractor will submit an annual maintenance program as well as monthly works programs.
- b. Annual program
- 1) The annual program is to be submitted at the time of tender
 - 2) The annual program is to list the various functions listed in the specifications such as Admin, Turf, Planting Beds etc. and list works items or milestones set out in the specifications into an annual program for ease of reporting and programming applicable to the site.
 - 3) The format of the program will be in a Gantt chart format, listing items to be addressed within the month per area, and identify target dates for completion
 - 4) For the tender documentation, assume that the start of the contract would be on 1st July
 - 5) The annual program is to be used to record the start and end dates of maintenance activities, which will be reviewed monthly and annually.
- c. Monthly works programs
- 1) A generic sample program for a gardener, the irrigation staff and the handyman is to be submitted at the time of tender
 - 2) The contractor will provide monthly works programs for each location or staff member setting out the various functions they will be required to undertake on a daily basis. The program is to allow for daily tasks, and seasonal tasks. The tasks are to be specific to the locations regardless if the team works as a unit or individually. The contractor will provide a hard and soft copy to the Facility manager on the 1st of each month for monitoring and measuring. This will apply to both staff on a site serviced by a roving team or by staff permanently deployed.
 - 3) Programs are to be issued to the Facility manager and staff by the 1st working day of the month.
- d. Ad hoc works programs
- 1) The contractor is required to provide programs for all ad hoc works at the time of quoting, listing the lead time to start the works from the time of approval of the quote, the duration of the works quoted on, and the end date of the works
6. Contract completion
- a. The contractor will provide a final issue of all as-builts drawings in AutoCAD and hard copy of any and all changes made on site during the contract period.
- b. The maintenance facility will be cleaned and painted with any repairs done in time for the new contractor to take over the facilities provided.

D. HEALTH AND SAFETY

1. The contractor is to allow for the costs for the following within the rates provided.
2. Responsibilities
 - a. The health and safety of both contracting staff and visitors to the facility is considered a priority.
 - b. Compliance to both the letter and spirit of the governing law of Health and safety with in South Africa is to be adhered to.

- c. The contractor takes responsibility to ensure that all areas are safe for use for staff and the general public.
 - d. The contractor is responsible for the health and safety of any person using the structures, equipment and surfaces in the facility, and in the case of injury or loss, the contractor will carry liability.
 - e. All works set out within this specification, and what may be instructed as extra works, is to be carried out in an efficient manner, ensuring the safety of the staff and facility visitors.
 - f. The contractor is responsible to maintain their own health and safety fill at all times, as well as ensuring that any subcontractor appointed will be fully compliant with all health and safety requirements relating to site files and site operations.
3. Health and safety subject specialist
- a. The contractor is to appoint a qualified health and safety manager who will liaise with the facilities health and safety officer.
 - b. The contractors H&S specialist will be qualified to undertake audits on site relating to the specific works related to this tender, and will be required to inspect the site on monthly bases and submit a monthly report for comment and action.
 - c. The facility may request services relating to health and safety on an adhoc basis.
4. Personal Protective Equipment
- a. All staff are to be equipped with the minimum correct Personal Protective Equipment listed below. The frequency of issue will be such that the staff are always presentable and well presented to the general public. Any worn or damaged Personal Protective Equipment or uniforms are to be replaced immediately, work specific safety equipment is to be provided for where necessary:
 - 1) Broad rim hat
 - 2) Overall (long sleeve or short sleeves depending on the season)
 - 3) Safety boots
 - 4) Gloves (Specific to the job. This will differ for gardening; maintenance and handling chemicals and litter removal)
 - 5) Goggles or eye wear
 - 6) Hearing protection (all contractors working with machines and contractors working in close proximity of these machines)
 - 7) Water boots (gum boots when working in or close to water bodies) 8) Wet weather gear
 - 9) Suitable water protective gear when working in the water bodies.
 - 10) Suitable protective gear for spraying
 - 11) Suitable protective gear for picking up litter
 - 12) Suitable protective gear for working at heights, including harnesses.
5. Sub Contractors
- a. The contractor has responsibility over the activities of all their sub contractors that are utilised on site within their scope of works.
 - b. The contractor is to ensure that the contractors are fully compliant with the latest Health and Safety requirements before they start works on site.
 - c. An induction will be done before any new works is done.
 - d. The contractor is responsible to advice and report on progress against the works program by way of ad hoc reports culminating in the monthly report.
6. Driving on site
- a. Any driver appointed by the contractor to transports staff about the site is to have a Public Drivers Permit.
 - b. Vehicles used on site are to be fully road worthy, as well as fitted with a minimum of alert signals when reversing, and amber flash lights fitted at an elevated position.
7. Spraying or applying chemicals
- a. Spraying activities will be done with the correct Personal Protective Equipment and with signage in place to inform visitors of spraying activities.
 - b. All spraying will be supervised.
 - c. All spraying activities are to be closely monitored and communicated with the Facility manager and the clients Health and safety representative
 - d. The contractor will advise the Facility manager before of any application of chemicals including fertiliser by way of email with and attached graphic showing the location, product, active ingredient and date of application.
 - e. This will culminate into a monthly report of chemicals applied on site.
 - f. Storing of chemicals and fuels will be done in accordance to requirements of the prevailing environmental and health and safety legislation in the South African government.
 - g. Staff appointed to undertake any form of chemical spraying, must have been trained to do so and received a certificate in accordance with the fertilizer, farm feeds, Agricultural Remedies and Stock Remedies Act No 36 of 1947 as stipulated in the South African law. (Certificate of registration of pest control operator which includes Plant pest & disease, weed control program) NB.
 - h. The tenderer is to provide a copy of the certification of the on site pest control officer at the time of tender
 - i. Disposal of containers containing hazardous chemicals is to be undertaken by of disposal.

8. Methodologies

- a. The contractor will be requested to provide methodologies for all activities listed in the specifications which will be required after appointment, specifically by the end of the first month after the start of the contract., with a special focus on the health and safety of any such activity.

E. THE MAINTENANCE TEAM

1. At the time of submitting its tender bid, the contractor is to submit an organogram per site of the site staff, with names of staff and positions, as well as a schedule confirming qualifications and supporting CV's.
2. The contractor is to allow for the costs for the following within the monthly costs under ADMINISTRATION or the relevant work type, unless otherwise stated.
3. The tenderer is to identify by way of an organogram the sites that will have full time deployment to the sites, or a roving team to maintain the site where permanent staff are not required. We recognise that various companies will terms their staff by various titles, the intent of the following is to set a minimum standard of responsibility and qualification necessary for the posts deployed to the sites.
4. No loitering of staff will be allowed at any time.
5. The maintenance contractor and staff will be subject to the facilities security arrangements and his / her compliance thereto will be required.
6. All maintenance functions specific to the site to be carried out throughout the year, therefore staff are to take annual leave during the winter months with replacement staff appointed as specified
7. The staff component will at minimum include the following categories:
 8. Manager (for roving team or site specific)
 - a. This post is a full time deployment to manage the sites where permanent staff are required, and those sites that require roving team to maintain the site.
 - b. A technically strong, and practical person with the ability to manage staff, and administration, and to achieve standards and programs.
 - c. The manager is to be able to undertake the necessary administration called for by the project, attend all meetings, prepare and adjust programs as required, and is responsible to issue reports as set out in the specification or as required by the Facility Manager.
 - d. The manager must have experience in quoting for adhoc works, procuring specialist suppliers and contractors, and to coordinate projects on the site to completion, including all admin related to such projects.
 - e. The incumbent is to have a minimum National Diploma Horticulture or botanical qualification background or equivalent , with a minimum of 5 years' experience in the field of managing horticultural maintenance projects of a similar size and complexity as the the facilities listed. The manager must also have experience is maintaining irrigation system we have on site as well as managing the maintenance of the various hard landscape elements that are on site.
 - f. The manager must have experience working with a large complement of staff to maintain a high level of proficiency and cohesion within the working team.
 - g. The manager must implement and monitor all health and safety requirements according to the governing national and regional requirement.
 - h. Undertake weekend works
 - i. The contract bid document is to include a letter of resolution and responsibilities for the site manager responsibilities and functions, and a copy of the proposed manager's CV at the time of tender, as well as proof of qualification (Returnable schedule)
 - j. If, during construction, the Contractor wishes to replace the contract / project manager, the contractor will apply in writing to the Client. Only similarly experienced and competent Contract / Project managers will be considered.
 - k. The cost of the manager is to be covered by the tender and included within the rates.
9. Site Supervisor
 - a. The term supervisor applies to a person deployed to a specific site, or who oversees the works done by a roving team
 - b. A full time deployment to the site, where required, or supervising a roving team to maintain the site where permanent staff are not required, addressing specific tasks covered by this tender, either horticultural, irrigation or hard landscape maintenance and repairs
 - c. The technical specialist to complement the skills set of the manager and assistant to the manager with specific roles and responsibilities.
 - d. The supervisor will have:

- e. The supervisor will undertake the role of technical support for specific works or second in charge to the manager. And will have a minimum of National Diploma in Horticulture and 5 years' experience as a supervisor, proof of which must be included in the tender bid.
- f. The supervisor is to be able to stand-in for the manager on a short term basis, develop and implement programs and liaise with the Facility Manager.
- g. The supervisor will also be required to supervise the maintenance of horticultural works to the highest standards, and repairs to hard landscaping maintenance methods including skilled stone work, carpentry, masonry works paving, plumbing, and general handyman skills to a high level of competence and able to achieve a craftsman's level of finish on all works attended to, as well as site mechanical servicing.
- h. Undertake weekend works
- i. The contract bid document is to include a letter of resolution and responsibilities for the supervisor and irrigatinstand functions, and a copy of the CV' and proof of qualification of both the supervisor and irrigationist (Returnable schedule).
- j. Failure to have the necessary appointee, compliant with minimum qualification and experience, will result in penalties as set out in the penalty schedule.
- k. The cost of the supervisor is to be covered by the tender and included within the rates.
10. Team leaders
- a. These are full time deployments to the site or where required.
- b. Must be fluent in two official lanuages of the Western Cape and able to converse freely with the general public.
- c. Must have driver's licences.
- d. Must be able to develop, read and achieve programs.
- e. Must undertake weekend works
- f. Must have completed a supervisory course
- g. The number of team leaders will be determined by the types of functions and distribution of works. As a minimum, we require adequate supervision over the following to assist the site management:
- 1) Landscape maintenance team leader, preferred with an in training horticultural qualification or a minimum of 3 years' experience in the landscape maintenance industry as a team leader, the team leader must have been on a short course for supervision, e.g. Unit Standard in the National Certificate Landscaping NQF 3 - SAQA ID 66649. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract. Proof of CV and qualifications, including supervision course, is to be submitted at the time of tender. (Returnable schedule).
- 2) Irrigation team leader, with a minimum of an irrigation industry qualification or a minimum of 3 years' experience in the irrigation maintenance industry as a team leader. The team leader must have been on a short course for supervision, e.g. Unit Standard in the National Certificate Landscaping NQF 3 - SAQA ID 66649. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract. Proof of CV and qualifications is to be submitted at the time of tender. (Returnable schedule).
- 3) Hard landscaping maintenance team leader, with a minimum of a qualification in paving, electrical, plumbing or building, or a minimum of 3 years' experience in the building maintenance industry as a handyman. The team leader must have been on a short course for supervision, e.g. Unit Standard in the National Certificate Landscaping NQF 3 - SAQA ID 66649. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract. Proof of CV and qualifications is to be submitted at the time of tender. (Returnable schedule).
- 4) Grass cutting team leader. With a minimum of 3 years' experience in the maintenance industry as well as completed or busy with NQF 4 Sports Turf - SAQA ID 21024. The team leader must have been on a short course for supervision, e.g. Unit Standard in the National Certificate Landscaping NQF 3 - SAQA ID 66649. If the team leader has not been on supervision training, then the tenderer must show commitment to enrolling the team leader on such a course within the first month of the contract. Proof of CV and qualifications is to be submitted at the time of tender. (Returnable schedule).
- 5) A store man will be appointed to manage the yard and stores. This will Include keeping the stores and yard clean at all times, issuing chemicals and tools, and taking care of the tools to ensure that they are fully functional at all times.
- h. The cost of the team leaders is to be covered by the tender and included within the rates.
11. Administrative and Clerical
- a. A full time deployment. This will be a single resource, supported by their regional office that will support all works to all facilities
- b. The administrative and managements staff is to ensure the efficient working of the administration for the site including but not limited to human resource, quoting, filling, health and safety administration, assisting with setting up and filling programs, incident monitoring, and tracking orders, invoices and credit notes, the compilation of work sheets, check lists, claims, ordering of materials, stock control, minute of meetings, routine administration and drafting and filling reports as required or requested by the Facility Manager.
- c. The contractor will supply all resources necessary to run an office for this contract including office furniture, connectivity, admin equipment, including scanners, printers computers, etc and stock and whatever is considered necessary to support the site staff. The cost of this administration is to be carried within the costs of the tender.
- d. The contractor is to provide at the time of tender a sample documents of (Returnable schedule):
- 1) Tracking of ad hoc works, 2) Format of quotes,
3) Monthly Works program, 4) Staff training
schedule,

- 5) Health and safety file index
- 6) Monthly report index

12. Staff
a. Staff

- b. Skilled staff is to undertake all works, ensuring that they are attending to a planted area at least once every two weeks or as directed.
- c. Must undertake weekend works
- d. The staff must be able to converse in English and read and implement programs.
- e. The recommended quantity of staff per site will be set out by the tenderer in the relevant schedule and reflected in the works programs submitted at the time of tender as provided by the tender (Returnable schedule)
- f. The contractor will be responsible to provide substitute staff in the event:
 - 1) That a staff member is on leave, in which case the substitute staff member is to be in attendance 2 working days before the incumbent goes on leave so as to do a proper handover.
 - 2) If a staff member absconds or is ill, the contractor is to provide a substitute staff member of full time replacement within three working days from when the staff member first left the site.
 - 3) All maintenance personnel must wear company identification tags with name, ID number and photograph.
 - 4) Suitable and protective clothing must be worn by staff during grass trimming, pest control and any chemical application that could be harmful. Minimum Personal Protective Equipment is set out under Health and Safety.
 - 5) All staff are to be neatly dressed in full company uniform applicable to the prevailing season, with the logo name of the company clearly legible, with the required personal protective equipment, listed above, necessary for the job description. The issuing of uniforms will be on a regular basis unless the uniforms look poor, at which time, the client reserves the right to insist on a new issue for individuals or the entire team to ensure that a high standard is kept on site.
 - 6) Temporary staff is to be dressed in the same uniform as the permanent staff would be.
 - 7) No other garments are to be showing.

13. Worker staff minimum qualifications:

- a. The Contractor must ensure that all on-site maintenance teams must be under the direction of a suitably qualified responsible person at all times..
- b. All landscape staff will be required to undertake the following tasks (but not limited to), which the contractor is responsible to provide training for, as well as refreshers twice a year. This training is to be included into the overall training schedule that the contractor will submit on a monthly basis to report on progress of training:
 - 1) Horticultural maintenance and irrigation as per specification (see requirements for training noted under 'Maintenance Team')
 - 2) Local tourist informant, all staff must be able to direct visitors to the surrounding points of interest, services and shops.
 - 3) The landscape staff are viewed as an extension of the safety and security staff. The maintenance staff must be aware of the rules of the park and how to escalate any situations to those that can resolve the issue. On site training with the security service provider.

14. Company support

- a. The contractor is to allow for the costs for the following within the monthly costs under ADMINISTRATION.
- b. As mentioned elsewhere, it is imperative that the sites enjoy the support from the appointed company's principal office, who will provide the necessary support to ensure that there are no administrative and payment hold ups. Uniforms are to be supplied promptly and materials schedules and service provider's appointments are to be done speedily so as to not hold up any works on site.
- c. The company is also to ensure that whatever resources are required in terms of the specifications, that these are supplied.
- d. The contractor must ensure that the site office operates smoothly, including connectivity.
- e. The company seniors are required to visit the sites regularly and to address any issues that may arise.

15. TOOLS AND EQUIPMENT

- a. The contractor is to allow for the procurement, maintenance, training for operation and replacement under EQUIPMENT
- b. The contractor must provide at the time of tender and included in the returnable schedule, proof of ownership, or agreement of intent to hire or contract the services of tools and equipment as listed.
- c. The tools and equipment required to undertake the maintenance to the standards required must be supplied by the contractor, for each site.
- d. The contractor must provide the companies policy on the usage of both mechanical and hand tools on appointment.
- e. The contractor must include the transport of both personal, equipment, materials and waste to and from the sites that are to be attended to by the roving team.

- f. The equipment schedule included under each work type sets out the minimum requirement of tools, to which the contracts are required to supply.
- g. All equipment is to be removed from site during rest and eating breaks and at the end of the work day to the maintenance facility. Failure to do so will result in a penalty per item found.
 - 1) No fuel is to be left on site unattended, and all fuel is to be in clearly labelled, specifically designed container for fuel, no cool drink bottles etc are to be used to be used to store or hold fuels and oils. This applies to all equipment that requires fuel. Storage of fuels and oils will be in accordance with the HAS requirements to which this contract is subject to.
 - 2) All machinery used is to be maintained to the highest standards so as to ensure that there is not potential harm to both the operator and the general public.
- h. The contractor is to procure, deliver, store and maintain tools used on the various sites serviced by the roving team.
- i. The use of mechanical equipment must not affect visitors or staff working at the facilities.
- j. The rate for all and any mechanical equipment will include for all services, and maintenance, cleaning, fuels and lubricants and all parts and skilled mechanics necessary to keep the machinery in a safe and operational state.
- k. Noise levels of selected equipment is to be measured and mitigated, as per the Department of Environmental and Cultural Affairs, Environment Conservation Act, 1989 (ACT 73 of 1998) Noise control regulations

16. SUB CONTRACTOR

- a. The contractor is to provide at the time of tender, a schedule of sub contractors that they intend to contract to undertake works as listed in the specifications below, and include it in the returnable schedule.

17. MEASUREMENTS

- a. All measurements provided must be confirmed and checked by the contractor prior to pricing.
- b.

1. TURF MANAGEMENT

1.1. EXPECTATIONS & STANDARDS

- 1.1.1. Lawns are to be in good health at all times showing good uniform colour and vigorous growth.
- 1.1.2. Mowing and edging will occur simultaneously in a specific locality.
- 1.1.3. The contractor is to report any damages or high wear areas to the lawns and repair immediately, including but not limited to, irrigation problems that may have manifested, weeds, pest and disease that may have been observed.
- 1.1.4. Lawn areas are to be clear of litter at all times.
- 1.1.5. The contractor is to provide an annual program at the time of bidding for the management of the TURF as set out in the specification (Returnable schedule), which will be discussed and agreed to by the Facilities Manager if the bidder is appointed. This program is to be strictly adhered to at all times.

1.2. MEASUREMENT

- 1.2.1. The contractor is required to familiarise and measure the sites for themselves for costing.
- 1.2.2. It is noted that all grass areas are to be maintained as per the specification below.

1.3. SPECIFICATION

- 1.3.1. NOTE: The contractor is required to supply all resources and materials to implement the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs for 'Turf', unless clearly stated otherwise.
- 1.3.2. NOTE: Where the quality of work is deemed substandard by the Facilities Manager, the contractor will be notified and will be required to undertake the works again without affecting the regular schedule and creating a backlog.
- 1.3.3. Mowing
 - 1.3.3.1. Mowing is to be undertaken under favourable weather conditions, with suitable equipment that is well maintained and equipped with all of the necessary safety features, and operated by trained staff, under qualified supervision.
 - 1.3.3.2. The mowing cycle or operation may be adjusted by the Facility Manager, to accommodate any upcoming events. Where such a situation exists, the contractor is to re-program so that the programmed cut is done as close to the cut scheduled dates as permissible. An area cannot be skipped and left until the following scheduled cut after the disruption. In the case of inclement weather causing disruption to the schedule, then the contractor is to reschedule works immediately when the weather conditions are suitable to commence works. Rescheduled works are to be agreed to with the facilities manager.
 - 1.3.3.3. Where lawn areas have had bulbs planted or where bulbs have become naturalised, mowing will cease as soon as the bulbs begin growing, and cutting will only resume after the bulbs have become dormant.
 - 1.3.3.4. The lawn areas to be cut are to be cleared of any litter or debris prior to cutting commences.
 - 1.3.3.5. The machine operators are to be cognisant of the presence of persons within the vicinity of the grass cutting and edging activities. If the grass cutting operation is causing concern or, is considered unsafe to continue grass cutting, the supervisor and operator are to move the operation immediately to another location, and return when it is safe to do so. People have right of way.
 - 1.3.3.6. The role of the supervisor overseeing the grass cutting must include the securing of the immediate environment to ensure the safety of the staff and general public.

1.3.3.7. It may be required for the grass cutting operation to commence earlier than the general maintenances start time, to cut the areas required prior to the opening of the facility, or to accommodate an event. However, consideration must be given to the noise generated by the cutting operation and the impact this will have on the neighbours or facility users. Such instances will be for the contractors account and implemented with approval by the Facility Manager.

1.3.3.8. The lawns are divided into the following criteria:

1.3.3.8.1. High focus lawn areas.

1.3.3.8.1.1. The lawn height is to be managed between 15 – 25mm at all times.

1.3.3.8.1.2. The machinery type is a walk behind with mulch deck with suitable blades for such a mulching deck, or a cylinder mower with catch box.

1.3.3.8.2. The cutting of the turf for sports usage is extra to the contract. The cutting height may be adjusted to suit the usage, but it will not exceed 25mm.

1.3.3.8.3. Medium focus lawn areas.

1.3.3.8.3.1. The lawn height is to be managed between 40 – 50mm at all times.

1.3.3.8.3.2. The machinery type is a ride on with a mulch deck and blades to suit.

1.3.3.8.4. Low focus lawn areas.

1.3.3.8.4.1. The lawn height is to be managed between 50 – 70mm at all times.

1.3.3.8.4.2. The machinery type is a ride on with a mulch deck and blades to suit.

1.3.3.8.5. Rough grass areas.

1.3.3.8.5.1. These areas will be cut once a year.

1.3.3.8.5.2. The machinery type is a flail-mower.

1.3.3.8.5.3. Number of cuts per annum – 1

1.3.3.8.6. Slopes and banks

1.3.3.8.6.1. Slopes are to be cut as per the scheduled cut for the adjacent lawn, according to cut heights and frequency.

1.3.3.8.6.2. Cutting on an embankment, will require a suitable machine that can cut such embankments. Using brush cutters in not permitted.

1.3.3.8.6.3. The type of machinery is to suit the conditions and able to cut on embankments. Brush cutters are not suitable.

1.3.3.8.6.4. The contractor is to identify the areas where the turf is to be cut on slopes.

1.3.3.9. Lawn areas will be left with an even cut across the entire lawn area with no areas left uncut.

1.3.3.10. Any remaining grass cuttings must be collected from the lawn area and removed from the area immediately after the area is cut. This includes cuttings that land on adjacent hard surfaces. Cuttings must be cleared from site before staff take tea or lunchtime and before the end of the day.

1.3.3.11. Mowing up against fixed or vertical obstructions shall be done as close as possible without causing damage, leaving the minimum to be done with mechanical or hand held edging equipment.

1.3.3.12. At no stage is the use of brush cutters permitted to cut lawn areas. The exception is where grass grows next to walls or vertical elements, in this instance; a brush cutter can be used to cut the grass for a maximum of 0.5 meter from the edge or vertical element.

1.3.3.13. All lawns are to be kept at the same height as the level of the adjacent paving surface. The contractor will be required to adjust the lawn level down as and when required with the use of manual or mechanical means at their own cost.

1.3.3.14. From time to time, additional cuts may be required as directed by the Facilities Manager.

1.3.3.15. The cost of the above is to be included into the monthly rate.

1.3.4. Edging

1.3.4.1. The lawns are to be edged at all times with no lawn growing out beyond the lawns demarcation, and trimmed around upright elements that occur in the lawn area. At no time is the lawn allowed to be longer around vertical element than what occurs in the adjacent lawns. The contractor is to undertake edging in a manner that will not cause any damage to trees that occur in the lawns, or any vertical element that may occur in the lawns.

1.3.4.2. Lawn areas are to be edged simultaneously with the lawn cutting.

1.3.4.3. The contractor is to ensure that all grass edges are kept cut to the edge and level to the adjacent hard surface at all times without causing any damage to the paving surface and to the same height of the lawn area after mowing.

1.3.4.4. At no time are tree trunks to be damage with hand or mechanical tools when trimming the grass up against the trees. Tree rings are to be kept trimmed at all times using suitable equipment that will not cause harm to the tree trunk or roots.

1.3.4.5. The contractor is to take care to edge off just sufficient turf to ensure a sharp edge, and not to distort the bed line or shape of the bed or tree basin.

1.3.4.6. Edging with the appropriate equipment (not a brush cutter) is to be undertaken to the following situations, along pedestrian and vehicular paths, along beds, around tree, paved areas and similar

1.3.4.7. Cutting the edges up against vertical obstacles such as light poles can be done with brush cutters. See comments under 'Mowing' in this regard, clause 1.3.3.12.

1.3.4.8. Special attention is to be given where grass is grown adjacent to surfaces that are susceptible to being lifted and damaged by the creeping nature of certain grass types.

1.3.4.9. The cost of the above is to be included into the mowing rate.

1.3.5. Watering

1.3.5.1. Lawns are not permitted to be over or under watered to a point where the grass is stressed or adversely affected.

1.3.5.2. Where lawns areas are under irrigation, the contractor is to monitor the system and report on the systems efficiencies. The contractor is to make whatever adjustments or repairs necessary to ensure that the system is operating at its optimum at all times.

1.3.5.3. Any damages caused to the state of the lawn because of the irrigation system not operating optimally is to be reported to the Facility Manager with a recommendation on how to address the problem.

1.3.5.4. The costs for repairs are for the contractors account, unless vandalism is involved. Adjustments to the irrigation system will make use of the stock and staff available on site, and at no further cost to the client. Or if the scale of the adjustment is significantly bigger than what can be implemented with the stock and staff available, then a quote will be requested as additional works

1.3.5.5. The watering regime is to fluctuate with the season. The contractor is to be cognisant of the prevailing weather conditions and soil profile, and ensure that sufficient water is provided to the turf without wastage, at intervals and at volume that allow deep watering.

1.3.5.6. As an average, the irrigation is to be set to water the lawns at an average of 15mm to 20mm per week in the peak of summer. This would reduce from April, and switched off from May inclusive through to August inclusive. The contractor will still be required to test the system on a weekly basis, and ensure that the system is running a full capacity and without fault. This 'shutdown' is dependent on the prevailing weather conditions.

1.3.5.7. The watering program is to be cognisant of upcoming event, and to ensure that the turf is well prepared for the event.

1.3.5.8. The irrigation is to provide 100% coverage.

1.3.5.9. Hand watering is to be undertaken only with approval by the Facilities Manager.

1.3.5.10. Where there is no irrigation system, then the same principals apply, however, only with the use of non-potable water. Watering is to be done with hosepipes using a suitable water breaker that is in good operational state. Watering is to be done under supervision. And subject to the prevailing water restrictions. The contractor is responsible to provide all equipment necessary.

1.3.5.11. The cost of the above is to be included into the monthly rate.

1.3.6. Fertilising and soil ameliorants

1.3.6.1. It is the contractor's responsibility to provide the necessary fertiliser or soil ameliorants, machinery and resources to feed the turf to ensure that the lawns are kept in a vigorous state of growth.

1.3.6.2. The contractor is responsible to provide an annual fertilising program for the turf using organic fertilisers. The program is to take the preceding soil analyses into account, as well as the differing turf usages and sub-soils. This program is to be issued to the facility manager for approval and included into the annual program.

1.3.6.3. The lawns soils are to be analysed every 12 months, the results of which will be used as a basis for the next 12 months fertiliser program as a single program event. See TESTING below for details.

1.3.6.4. Fertilisers or soil ameliorants are to be delivered to site in closed containers and stored under store conditions that suit governing legislated requirements and general health and safety criteria.

1.3.6.5. The irrigation to the turf area to be fertilised or where soil ameliorants are to be applied, will be checked before the application commences and ensure that the irrigation system fully operational. Apply the fertiliser or soil ameliorants immediately after the lawn is cut, so that sufficient time lapses to allow the fertiliser or soil ameliorants to settle and be absorbed before the next cut.

1.3.6.6. Irrigate as per manufacturers specifications.

1.3.6.7. Apply the fertiliser or soil ameliorants by mechanical spreader (either liquid or granular) of a suitable size to suit the site, with accurate calibration capabilities to ensure an efficient and uniform application in accordance to the manufacturer's specification.

1.3.6.8. Any departure from the proposed application is to be confirmed by the Facility Manager and the costs carried by the contractor, regardless of the number of applications that the revised fertilising program may be agreed to.

1.3.6.9. The contractor will be asked to supply a methodology on the fertilising operation.

1.3.6.10. Where the grass is under stress, an approved organic fertiliser is to be applied to the specific location, at the manufacturer's specifications.

1.3.6.11. The cost of the above is to be included into the fertilising rate.

1.3.7. Weed and Pest control and growth inhibitors

1.3.7.1. No herbicides, pest control chemicals or growth inhibitors are to be used on site without approval by the Facility Manager. A pre-plan of spraying is to be submitted prior to the spraying. The report is to include a graphic of the location sprayed, date of planned spray and what chemical is to be used and application.

1.3.7.2. The contractor will seek out organic, non-chemical or preventative management options to treat specific diseases or pests in preference to using broad scope chemicals.

1.3.7.3. The lawns are to be kept clear of weed development at all times,

1.3.7.4. The contractor will be required to undertake chemical or physical weed control where ever weeds are detected as agreed with the Facilities Manager. Application of any chemical by mechanical means (for either either liquid or granular) will be of a suitable size to suit the site, with accurate calibration capabilities to ensure an efficient and uniform application in accordance to the manufacturer's specification. Any manual application with a knapsack is to be done by a trained technician.

1.3.7.5. The contractor is to be ever vigilant for the outbreak of any weeds, disease or infestation, and respond quickly to treat the infestation.

1.3.7.6. The contractor is to provide all necessary information on any chemicals used on site. This data is to be presented as required in accordance to the HAS requirements on site, and comply with storing, recoding usage and administration of chemicals on site.

1.3.7.7. Weeds, pests and diseases are to be addressed within 24 hours of detection, with the Facilities Managers approval, that is to say, the contractor is to identify the problem and correspond with the Facilities Manager, identifying the problem, solution and program to undertake the solution. Once the Facilities Manager has approved the solution, the contractor is to complete the agreed solution within an agreed period of time.

1.3.7.8. The cost of the above is to be included into the weed control rate.

1.3.8. Turf replacement

1.3.8.1. The contractor is required to supply rates for the following services and equipment as set out below.

1.3.8.2. Turf replacement will be done on instruction of the Facilities Manager, and is considered an extra to the maintenance contractor, unless negligence on the contractor is determined by the Facilities Manager, who will then pass the costs onto the contractor.

1.3.8.3. A rate for the function below is included in the price schedule.

1.3.8.4. The soil preparation for sodding is as follows:

1.3.8.4.1. Remove damaged grass to green waste skip

1.3.8.4.2. Cut site to levels considering surface drainage and adjacent grass or paving levels, and type of replanting that has been agreed upon.

1.3.8.4.3. Deep dig the area to be grass to 300mm

1.3.8.4.4. Apply compost (50mm layer) and fertiliser (60g/m² bone meal) and dig in to 200mm

1.3.8.4.5. Level to ensure the turf ties into the surrounding levels

1.3.8.4.6. Drench the area before planting to a depth of 5cm

1.3.8.4.7. Plant (sod, plug, sprigs, seed)

1.3.8.4.8. Dress lightly

1.3.8.4.9. Grow in

1.3.8.5. The cost to supply alternative grass types will be costed separately.

1.3.9. Pre and Post event turf care

1.3.9.1. In the event of events being hosted at the facility, and it affects the turf, the Facility Manager will advise the service provider in advance with sufficient time for the contractor to make necessary arrangements to prepare the site for the event, including the event build up and take down, as well as arranging the switching off of the main irrigation valve if necessary.

1.3.9.2. A booster fertiliser and specified turf treatment maybe called for by the Facility Manager if the event is of such a nature that it causes damage to the turf. The cost of the fertiliser and turf practice necessary before and after an event will be considered extra to the contract and priced separately for approval by the Facility Manager and will be costed according to the rates provided.

1.3.10. Turf practices (October – February inclusive)

1.3.10.1. The following treatments will coincide with optimum weather conditions as well as the fertiliser cycle. Be advised that the turf practices listed below are required for the turf surfaces. These activities will be done as ad hoc works. The contractor is required to supply an annual maintenance program and methodologies one month after appointment setting out all turf practices for approval.

1.3.10.2. Top dressing

1.3.10.2.1. The contractor is required to supply a rate only, which is to be included in the rate card for the following services and equipment as set out below.

1.3.10.2.2. In areas identified by the Facility Manager is to be top dressed, the contractor is to supply a mix of 60% well-draining top-dressing of washed river sand and 40% fine grade finished compost, spread in layers of not more than 5mm at a time, This treatment would be done in the optimum season or prevailing weather conditions for the best results.

1.3.10.2.3. The top dressing is to be off loaded in the maintenance yard and brought onto site in smaller lighter equipment and spread using suitable machinery that will not damage the site.

1.3.10.2.4. Depending on the size of the area to be dressed, the contractor will either use mechanical levellers or a hand held Lawn Leveller (see tool list)

1.3.10.2.5. The lawn are is to be irrigation directly after the dressing.

1.3.10.2.6. The contractor is to provide a rate for this treatment in the rates card. Including in the rate all material, equipment, fuel, operator, delivery, and transport to and from site, labour, removal of subsequent waste and management, and a booster fertiliser quantified and applied in accordance with the tender specifications

1.3.10.2.7. The contractor will be required to provide a methodology for this activity.

1.3.10.3. Aeration

1.3.10.3.1. Be advised that the contractor must provide costs for:

1.3.10.3.1.1. Include in his maintenance cost for turf, to aerate all turf at least once per annum, to a depth of 70mm-100mm in accordance with the following specification, including all costs.

1.3.10.3.1.2. The contractor is required to supply a rate to be included in the rate.

1.3.10.3.2. The Contractor in consultation with the Facility Manager is to select the optimum recognised method of aerating and overcoming compaction, and to allow the grass to grow vigorously. This may include several different size and types of machines to be used to achieve maximum coverage and effect.

1.3.10.3.3. The rates provided for this treatment in the rates card are to include fuel, operator, delivery, and transport to and from site, labour, removal of subsequent waste and management, Works to be undertake in the period October to March inclusive and with the agreement with the Facilities Manager.

1.3.10.3.4. The contractor will be required to provide a methodology for this activity.

1.3.10.4. De-Thatching

1.3.10.4.1. The contractor is required to supply a rate to be included in the rate card should the client wish to treat turf areas for the following services and equipment as set out below.

1.3.10.4.2. In areas identified by the Facility Manager, the lawns are to be de-thatched. All thatch is to be removed from site immediately.

1.3.10.4.3. De-thatching is to be done using a machine suitable for the site conditions, set to a height to achieve maximum benefit for the lawn.

1.3.10.4.4. De-thatching is to be done only when the ground temperatures reach 18 degrees at 10am in the morning for a period of 10 consecutive days and the weather forecast is similar.

1.3.10.4.5. The contractor is to including all fuel, operator, equipment, delivery, transport to and from site, labour, and management, and the removal of resulting plant mass from site, and a booster fertiliser quantified and applied in accordance with the tender specifications

1.3.10.4.6. Works to be undertake in the period between November to March inclusive and at the agreement with the Facilities Manager.

1.3.10.4.7. The contractor will be required to provide a methodology for this activity.

1.3.11. Damage repairs

1.3.11.1. The contractor is responsible to correct and repair any damages to the turf that is caused during works described above, during general maintenance works, or during general usage of the turf, and will make good within an agreed amount of time as agreed with the Facility Manager. This includes damage to adjacent surfaces, objects or to the lawns, trees or shrubs or ground covers. Any repairs to lawn areas where grass replacement is required will include the specifications listed under 'Turf replacement'.

1.3.11.2. Attention to high traffic areas and the methods to protect and resuscitate the grass affected is the responsibility of the contractor. Repairs are to be undertaken on an on-going basis.

1.3.11.3. Any areas showing wear are to be demarcated and treated so that the area recovers in the shortest period.

1.3.12. Waste management

1.3.13.1.1. The disposal of grass cuttings can be either addressed by either:

1.3.13.1.1.1. Grass cuttings are to be lightly spread on low priority beds, and gently till into the top 50mm. Such a practice is to be tightly controlled, and combined with an organic activator.

1.3.13.1.1.2. Grass cuttings are loaded into a skip and swapped for compost with a local compost processing company.

1.3.13.1.1.3. The client may request that the cutting be treated as silage and donate the material for animal feed.

1.3.13.1.1.4. Grass cutting are collected and removed from site. This is a last resort and needs to be approved by the Facility Manager, and the service provider is to provide dumping slips with the monthly invoice

1.3.13.1.2. Grass cuttings are to be collected, if necessary, in re-usable bags only which are to be supplied by the contractor. No single use plastic bags are to be used for garden refuse.

1.3.13.1.3. Disposal of chemicals and their containers is subject to the governing laws of South Africa. A methodology will be required to be issued to the facility manager for this item.

1.3.13.1.4. The contractor is to provide a monthly report on the volume of green waste removed from site.

1.3.13.1.5. The contractor is to make allowance in his planning of works so that should there be an increased in arising's or green waste that additional skips are brought onto site or the bins are removed more frequently at no additional cost to the client.

1.3.13.1.6. Failure to remove the filled bins timeously will result in the contractor being penalised.

1.4. RESOURCES

1.4.1. The contractor is required to supply all resources and equipment as listed to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs.

1.4.2. Equipment

1.4.2.1. Equipment that is to be used for cutting of the lawns will be of such a size and state that the lawn cutting function is carried out without hindrance due to lack of suitable machinery. All lawn mowers will be fitted with mulching decks able to cut in both damp and dry conditions. If this is not possible then an alternative machine best suited for damp conditions is to be provided for the wet season. The only exception to the specification of a mulching deck will be a "flymo" or equivalent that is to be used on steeper banks.

1.4.2.2. The equipment schedule included indicates a minimum quantity of the listed equipment to be kept on site and in a fully operational and safe state.

1.4.2.3. The contractor is to supply suitable free standing shelves and structures to store all of the equipment safely and professionally.

1.4.2.4. The machinery to be used is to be purpose designed for the function intended, well maintained to best practice, and operated by suitably trained staff. All machines are to be fitted with all safety guards as stipulated by the manufacturer, and operated under favourable conditions.

1.4.2.5. If equipment is to be removed from site for maintenance, then it's the contractor's responsibility to make the necessary arrangements to ensure that the works cycle is not interrupted and if necessary provide standby equipment to undertake the works.

1.4.2.6. All equipment is to be cleaned before it is packed away at the end of the day's work.

1.4.3. Staff

1.4.3.1. Full time trained staff with a minimum of 3 years' experience and a NQF1 for machine operating in the horticultural field. The contractor is to provide sufficient staff so that the works programs are achieved without delay caused by insufficient staff.

1.5. REPORTS

1.5.1. Note

1.5.1.1. The contractor is required to supply reports to the Facilities Managers as set out below on the Turf management. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.

1.5.2. Monthly

1.5.2.1. To be issued by the last day month

1.5.2.2. Compilation of weekly reports.

1.5.2.3. Previous months - program and progress based on the site management

1.5.2.4. Upcoming month's program.

1.5.2.5. Machinery operations or repairs (daily inspection schedules, logs and repair schedules)

1.5.2.6. Health and safety.

1.5.2.7. Graphically present any treatments undertaken through the month

1.6. TESTING AND INSPECTING

1.6.1. Site inspection's

1.6.2. Staff appointed to the specific areas, are to inspect the lawns on a daily basis and report any issues that may be apparent to the site management for prompt response, including damages, irrigation inefficiencies, etc.

1.6.3. Sites should be monitored and checked for pests, diseases and damages caused by such Testing

1.6.3.1. The contractor is to undertake leaf and soil testing as set out below,

1.6.3.2. The first test is to be done within the first month of starting on the contract and thereafter every February for the duration of the contract, with the result analyses and recommended fertilising program for the next 12 months, submitted to the Facility Manager by the end of the second month from the start of the contract.

1.6.3.3. Thereafter, sampling and reporting is to be done every 12 months, for the duration of the contract.

1.6.3.4. Specific tests and inspection listed below are to be carried out by registered and certified laboratories, and the results are to be submitted to the Facilities Manager when received.

1.6.3.5. Testing is to include a full spectrum chemical analyses of macro and micro elements, pH, EC, particle size distribution, permeability, compaction, root depth and root health tests to be done the analyses at the same time.

1.6.3.6. The analyses and recommendations by the testing laboratory, turf specialist or agronomist is to be submitted by the last day of February to the Facility Manager.

1.6.3.7. The contractor is to plot the specific location of where the samples were taken on a map, so as to build a clear data base of the soils profile throughout the site

1.6.3.8. The fertiliser program is to be included into the annual program and submitted to the Facility Manager for approval.

1.6.3.9. The cost of compliance is to be included into the monthly maintenance costs.

1.6.4. Number of analyses

1.6.4.1. Lawn areas – 1 per lawn area per year¹ per lawn area per year for Regional Parks; or as agreed with Facility manager for beautification and other sites.

1.7. DRAWING & DETAILS

1.7.1. Not applicable

1.8. HEALTH AND SAFETY

1.8.1. See Health and safety specifications

1.9. STOCK

1.9.1. The contractor is required to carry the following stock items:

1.9.1.1. Fuel and oils and spillage kit necessary for the project

1.9.1.2. Fertiliser – a minimum 100kg of Organic turf fertiliser, per site

- 1.9.1.3. Cut line and blades as required, including setting and sharpening of blades
- 1.9.1.4. Maintenance equipment
- 1.9.1.5. Chemical treatments for weed control

1.10. BOQ –COST BREAKDOWN

- 1.10.1. Rates only per item
 - 1.10.1.1. The contractor is to provide a rate per function required as specified in the specifications, including all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
 - 1.10.1.1.1. Management and administration
 - 1.10.1.1.2. Resources – Labour and machinery
 - 1.10.1.1.3. Stock items
 - 1.10.1.1.4. Fertiliser and applications per tender specifications
 - 1.10.1.1.5. Irrigation management on turf.
 - 1.10.1.1.6. Resolving turf problems - Pest control, herbicide etc
 - 1.10.1.1.7. Reports, programming and attend meeting by site and company management
 - 1.10.1.1.8. Testing, reports & inspecting as per tender specifications
 - 1.10.1.1.9. Waste removal
 - 1.10.1.1.10. HAS
 - 1.10.1.1.11. Stock
 - 1.10.1.1.12. Turf subject matter specialist
 - 1.10.1.1.13. Turf replacement, other than when the contractor damages the turf
 - 1.10.1.1.14. Turf cultural practices
 - 1.10.1.1.15. Top dressing
 - 1.10.1.1.16. Aerating
 - 1.10.1.1.17. De-thatching

1.11. RESPONSE TIME

- 1.11.1. Scheduled maintenance works including cutting schedules, fertiliser applications, or any specified turf practice set out in the specifications must be undertaken without delay and as per program.
- 1.11.2. As per works schedule and agreed program date for extra works.
- 1.11.3. Repair of damaged lawns to be attended to within 2 working days from notification by e-mail.
- 1.11.4. Once the fault is identified and the contractor notified
 - 1.11.4.1. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
 - 1.11.4.2. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.
 - 1.11.4.3. If the repair of the fault requires a quote, the contractor will:
 - 1.11.4.3.1. Isolate the fault
 - 1.11.4.3.2. Obtain a quote within 1 day and submit for approval
 - 1.11.4.3.3. Complete works within 2 days of receiving a PO or as agreed or as agreed or as per agreed program

2. PLANT BEDS

2.1.9.1 EXPECTATIONS & STANDARDS

- 2.1.1. All plants are to be in good health at all times.
- 2.1.2. Beds are to be fully planted
- 2.1.3. Beds will be weed free
- 2.1.4. Beds areas are to be clear of litter at all times.
- 2.1.5. The contractor is to report ,any damages to the planting beds that are to be repaired, irrigation problems that may have manifested, and pest and disease that have been observed, immediately.
- 2.1.6. The contractor is to provide an annual program at the time of bidding for the management of the PLANT BEDS as set out in the specification (Returnable schedule), which will be discussed and agreed to by the Facilities Manager if the bidder is appointed. This program is to be strictly adhered to at all times.

2.2.9.1 MEASUREMENT

- 2.2.1. The contractor is required to familiarise themselves with each of the sites and measure for themselves for costing.

2.3.9.1 SPECIFICATION

- 2.3.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs for 'Plant Beds', unless clearly stated otherwise.
- 2.3.2. Coverage and appearance
 - 2.3.2.1. All of the planting beds are to be full, and in a healthy state for the specific plant. All gaps are to be filled immediately and without delay. If the plant coverage and diversity is reduced in any way other than vandalism, then the replacement of these plants will be for the contractors account. At the start of the project there may be gaps in existing beds. This will be determined with the Facility Manager during inspections within the initial three months of the contract and a planting program developed and agreed with Facility manager. Once the identified plant beds has been planted as agreed, the contractor will be responsible as per the abovementioned condition

2.3.3. Fertiliser

- 2.3.3.1. The contractor is to include in the tender costs to supply deliver, relocate on site and spread fertiliser to all beds as specified below
- 2.3.3.2. Only organic fertilisers are to be used for beds. Fertilisation of plant beds is to be done throughout the year at the manufacturer's application rate, depending on the findings of the latest soil analyses.
- 2.3.3.3. The application of the fertiliser is to be in a methodical and thorough manner ensuring that all the beds get the correct application. Applications are to be done in a single operation across the entire site. The application must not damage any plants
- 2.3.3.4. Fertilising is to be done under qualified supervision.
- 2.3.3.5. Fertilising is to be recorded, programmed and reported on to the Facilities Manager. The applications dates will start as per fertilising programme provided by contractor and agreed by the Facility manager for the 12 months from the start of the contract, and reviewed and agreed thereafter with Facility Manager for the following year.
- 2.3.3.6. This cycle will be repeated for the full duration of the contract and will be reflected on the annual program as such.
- 2.3.3.7. The contractor will be asked to supply a methodology on this operation.

2.3.4. Composting

- 2.3.4.1. The contractor is to provide a rate per meter square (m²) to undertake a compost application as specified below, to supply deliver, relocate on site and spread composting to a thickness of 30mm. The compost should be medium grade (20mm – 30mm sieved finished compost, weed free and purchased from a recognised compost supplier.
- 2.3.4.2. The due date for the completion of the application will be the last day of September for Regional Parks and Beautifications sites, or as per agreed composting programme with Facility Manager
- 2.3.4.3. Application is to be done methodically and thoroughly to ensuring that all the beds get the correct application. Applications are to be done in a single operation across the entire site. Any damaged plants will be replaced by the contractor at their cost. Composting is to be done under qualified supervision.
- 2.3.4.4. Applications are to be programmed, recorded and reported on to the Facilities Manager.
- 2.3.4.5. The contractor is to supply full spectrum chemical and physical properties analyses of the compost being brought onto site and a physical sample. Should the Facility Manager require additional analyses to ensure quality controls, the same will be required at no extra cost to the client
- 2.3.4.6. The compost specification is set out below:
 - 2.3.4.6.1. Compost will not reheat upon standing to greater than 20°C above ambient temperature.
 - 2.3.4.6.2. All material is dark brown in colour (black indicates possible burning).
 - 2.3.4.6.3. Parent material is no longer visible.
 - 2.3.4.6.4. Structure is a mixture of fine and medium size particle and humus
 - 2.3.4.6.5. Smells like rich humus from the forest floor; no ammonia or anaerobic odour.
 - 2.3.4.6.6. Compost must not contain:
 - 2.3.4.6.6.1. Any sharp foreign matter measuring over a 3 mm dimension that may cause damage or injury to humans, animals and plants during or resulting from its intended use. Any matter over a 20 mm dimension that resulting from a manufacturing process
 - 2.3.4.6.6.2. Any organic matter over a 20 mm dimension like mineral soils, vegetative material and rocks."

2.3.5. Mulching

- 2.3.5.1. The contractor is required to provide a rate per meter square (m²) to undertake a mulch application as specified below. The contractor is to include in the tender rate for the supply deliver, relocate on site and spread a mulch layer made of vegetative material sieved to 30mm-50mm to all planting beds to a depth of no less than 50mm. The contractor is to allow for the replenishment of the mulch twice per year Regional Parks and high profile beautifications sites. The source of the compost supplier must be revealed and under no circumstances may the Contractor change his source without the written approval of the Facilities Manager.
- 2.3.5.2. Application is to be done methodically and thoroughly to ensuring that all the beds get the correct application. Applications are to be done in a single operation across the entire site, with minimal damage to the plants. Any damaged plants will be replaced by the contractor at their cost.
- 2.3.5.3. Mulching is to be done under qualified supervision.
- 2.3.5.4. Applications are to be recorded, programmed and reported on to the Facilities Manager.

2.3.6. Pruning

- 2.3.6.1. Shrubs and groundcovers
 - 2.3.6.1.1. The contractor is to undertake encroachment pruning. This means subtle pruning to ensure that one specie does not overpower another, but in a manner that looks natural without affecting the overall effect of the garden. Light pruning will be done continuously to ensure that the planting areas are well defined and full. Plan the pruning to ensure the plants flower in their season
 - 2.3.6.1.2. Pruning to keep plants clear of the paths and ensure that pedestrian movement is not impeded. Plants will not be cut vertically on the front face unless specifically instructed to do so by the Facility Manager or where boxing is required by design. All plants are to be pruned back at a suitable angle.

2.3.6.1.3. Beds covered by ground covers may from time to time need to be cleared and re-planted to encourage vigorous growth. Such an activity would be subject to approval by the Facility Manager after a scope and program is issued for the proposed replanting to the replanting of the bed. The costs of the replanting will be for the contractors account, unless there are clear external causes for the beds poor condition. In such an instance, the costs will be for the clients account and will be subject to the approval by the Facility Manager.

2.3.6.1.4. Plants will be dead headed on a continuous base.

2.3.6.1.5. Shrubs and certain plants may require corrective or reparatory pruning during their lifetime. The frequency may be annually or periodically. Further, plants may need to be thinned out from time to time to maintain the plants growth habit and the beds design potential. Overgrowth resulting in an unsightly appearance, or when plants grow uncontrollably, and not in accordance with professional gardening practice, pruning and thinning will be undertaken timeously and to the highest horticultural standards specific to the type of plant being pruned or thinned, so as to check this growth and maintain correct 'fullness and appearance' of the bed while avoiding any adverse effects to the recovery of the remaining plants and their long term ability to mature. Such a treatment must enhance the plants ability to flower, fruit or achieve is optimum horticultural potential.

2.3.6.2. Hedges

2.3.6.2.1. Hedges are to be maintained in a manner that ensures the sustainability of the planting design and that they are not allowed to overgrow other plants.

2.3.6.2.2. Pruning is to be done to ensure a full flower display where applicable.

2.3.6.2.3. In selected instances, and in agreement with the Facility Manager, certain selected plants will be pruned severely to allow the development of slower growing species and to allow trees have sufficient space to grow without impediment.

2.3.6.2.4. The shape of the pruning is to be such that it enhances the growth of the shrub.

2.3.6.3. Box Hedges

2.3.6.3.1. The contractor is to ensure that when hedges are to be pruned, that the equipment used is suitable, clean and sharp. Further, no hedges are to be cut 'by eye'. The contractor is to supply guide ropes with supports so as to guide the height width and angle of cut.

2.3.6.3.2. The finished cut face shall be "square" with a slight taper from the bottom of the hedge to the top of the hedge being narrower at the top. Any clippings lodging in the top or sides of ornamental hedges shall be removed by hand picking as required.

2.3.6.3.3. The contractor will consider the site and manufacture a gig to assist the staff on site when box cutting the hedges. This gig is to be approved by the Facility Manager.

2.3.6.3.4. The contractor is to note that no damage to adjacent plantings is permitted. Any damage caused to these planting areas will be for the contractors account.

2.3.7. Climbers

2.3.7.1. The contractor is to make allowance for suitable equipment that can reach climbers safely at height. The contractor is to allow for costs to procure the necessary equipment.

2.3.7.2. Climbers are to be pruned so as to ensure that the climber is structurally sound and guided onto the desired structure, providing full coverage.

2.3.7.3. The climber will be pruned as and when required. The extent of the growth is limited by the architecture onto which the climber is attached.

2.3.7.4. Pruning will be done so that the climbers are able to flower and or fruit.

2.3.8. Disease and pest control

2.3.8.1. The sites disease and pest control is to be managed according to integrated pest management, which is explained as the withholding of any controls until such the point where the pest causes damage to the plant, or becomes an irritation to the patrons of the facility, such as flies, mosquitoes etc.

2.3.8.2. The contractor, understanding the philosophy of integrated approach to disease and pest control, is to be vigilant and respond to infestations in such a manner that the general public are not aware of a problem, but quick resolution is carried out before the pest causes wide spread damage or irritation.

2.3.8.3. No herbicides, pest control chemicals or growth inhibitors are to be used on site without approval by the Facility Manager via a signed off pre-plan. The pre-plan is to include a graphic of the location sprayed, when it was sprayed, who sprayed and what was sprayed.

2.3.8.4. The contractor will seek out organic, low toxic chemical or preventative management options to treat specific diseases or pests.

2.3.8.5. The Contractor will, control any identified pests as and when they become evident or in the interests of plants affected so as not to detract from the general appearance of the contracted areas, as would be expected under professional horticultural practice.

2.3.8.6. If and when a chemical treatment is decided upon, taking all due consideration into account, the Contractor is required to apply the chemicals under favourable weather conditions, at manufacturers application directives, by suitable trained personal and in accordance to the governing laws of South Africa. Where necessary, the contractor will supply and show signage so that the general public are aware of the treatment and avoid any possibility of contamination.

2.3.8.7. Any chemicals applied under this contract for the control of horticultural primary or secondary pests, are to be applied to outdoor areas on lawns, in beds, on trees, shrubs and other foliage only. With the exception of the weed control covered under hard landscaping.

2.3.8.8. The contractor is to provide all necessary information on any chemicals used on site. This data is to be kept in the HAS file kept on site, and comply with storing, recoding usage and administration of chemicals on site.

2.3.9. Roses

2.3.9.1. Roses is hard-pruned during winter June-August, depending on the plant and weather conditions. The Hard pruning should not be done if there is a chance of very cold weather still to come.

2.3.9.2. In early to mid-summer a light pruning may be done if necessary, merely to clean-up rose bushes to achieve the best form and remove stray growth / branches on inspection and agreed by the Facility manager

2.3.9.3. After hard pruning a high nitrogen fertiliser should be used to encourage foliage growth. This should be done twice after a hard prune; i.e.: regular fertilisation with 3.1.5 and after a hard prune two cycles of 8.1.5 is recommended

2.3.10. Weeding and cultivation

2.3.10.1. The type of planting, age of planting and character of the specific bed will determine the method of weeding and cultivation. The end result is that the beds are to be weed free, level, and free of inorganic debris at all times, the result of which would classify the bed as clean.

2.3.10.2. Garden spades and forks are not to be used for weeding. The contractor is to use 'Dutch hoes' or equivalent.

2.3.10.3. All beds will have a layer of mulch, which will be refreshed twice a year (as noted previously).

2.3.10.4. Where beds are covered by groundcovers, the contractor is to ensure that the stands are weed free, by the most efficient manner without damaging the coverage.

2.3.11. Planting

2.3.11.1. All species selected and locations for for new planting will be approved by the Facilities Manager prior to final planting.

2.3.11.2. Where gaps occur, the beds are to be replanted with plants suitable to the location without delay.

2.3.11.3. Plants will be selected based on the nature and theme of the bed.

2.3.11.4. Plants will be procured from reputable nurseries.

2.3.11.5. Plants will be true to form and not root bound.

2.3.11.6. Plants will be delivered in closed vehicles.

2.3.11.7. The plant hole preparation will be to landscape industry standards (to be agreed to prior to planting)

2.3.11.8. Plants will be drenched before planting and provided additional water after planting until the plant is established.

2.3.11.9. Plants, Seeds and bulbs are to be selected from the plant list – see Appendix , and in agreement with the Facility Manager.

2.3.12. SUPPLY AND DELIVERY OF SHRUBS AND GROUNDCOVERS

Purpose: To obtain vigorous, healthy shrubs which can be easily trained into attractive / aesthetically pleasing shrubs with structurally strong roots

All goods supplied must be from a registered wholesale or retail nursery/ garden center and or florist. Proof will be required upon ordering stock.

The purchasing of plants ,seeds and bulbs will be on an 'as and when required' basis

All plants delivered to be protected during transport, wind damaged stock will not be accepted.

Plants to be well hydrated at time of delivery as wilted stock will not be accepted.

Shrub Specifications

All shrubs to be healthy, leaf colour should be green to dark green, vigorously growing depending on the species and time of year and disease free.

Groundcover Specifications

Groundcovers shall be healthy, disease free, leaf colour should be green to dark green, vigorously growing depending on the species and time of year.

The groundcovers and shrubs will be grouped into the following three categories:

Common plants

For the purposes of this tender, common plants refers to a broad category of vegetation that encompasses widely available recognized plant species commonly used in landscaping, gardening and horticultural projects. While the attached list of common plants provided aims to provide a comprehensive selection, it is important to note, it is not the exhaustive list:

Succulents

For the purposes of this tender, succulent plants refer to a group of plants that are characterized by their ability to store water in their leaves, stems or roots. Succulents typically have thick, fleshy tissues which enable them to survive in arid or drought-prone environments. While the attached list of succulent plants provided is intended to offer a comprehensive selection, it is important to note it may not encompass varieties or species but should be used as a guide.

Specialised/Significant Plants

For the purposes of this tender, special or significant trees refer to a distinct category of vegetation that holds particular importance, uniqueness or symbolic value in the context of the project. These plants may possess exceptional qualities such as rare species, historical significance, cultural relevance or distinctive features that contribute to the overall vision and objectives of the project. While the attached list of Specialised/Significant Plants provided is intended to offer a comprehensive selection, it is important to note it may not encompass varieties or species but should be used as a guide:

2.3.13. Splitting and dividing

2.3.13.1. From time to time and on request by the Facilities Manager, certain ground covers and perennials will be split and divided and replanted. The beds will be prepared as for planting with organic fertilisers and 100mm of finished compost, dug over to a depth of 300mm and drenched. The beds will be levelled once it has dried and then planted.

2.3.14. Waste management

2.3.14.1. The contractor is required to supply all resources and materials to comply with the scope of works as set out below. The cost of compliance is to be included into the rate per item as specified above.

2.3.14.2. The arising's from pruning or thinning can be chipped and spread on low priority beds. Such practices are to be tightly controlled, and combined with an organic activator.

2.3.14.3. Weeds are to be collected, in re-usable bags and placed in a skip to be removed from site to be swapped for compost.

2.3.14.4. The green waste area is to be kept clean at all times.

2.3.14.5. All green waste generated from site is to be relocated to the skip for chipping or removal.

2.3.14.6. The general quantity of green waste at peak circumstances is about 30m³ a week. This can fluctuate depending on storms and seasonal horticultural practices.

2.3.14.7. The contractor is to provide a monthly report on the volume of green waste removed from site.

2.3.14.8. The contractor is to make allowance in his planning of works so that should there be an increased in arising's or green waste that additional skips are brought onto site or the bins are removed more frequently at no additional cost to the client

2.3.14.9. Failure to remove the filled bins timeously will result in the contractor being penalised.

2.4.9.1 RESOURCES

2.4.1. Equipment

2.4.1.1. See Tools list included in the tender specifications.

2.4.1.2. The contractor is required to supply a minimum set of equipment for each site from the list set out below. The cost of procurement, delivery, running, maintenance, storage, operations and management of the equipment is to be included into the monthly maintenance costs.

2.4.1.3. The equipment requirement for this site are to be provided so as to ensure that each staff member can undertake works without hindrance.

2.4.1.4. The contractor is to supply suitable structures to store all of the equipment safely and professionally.

2.4.1.4.1. Use the correct tool for the job. The following is applicable to all works taking place on site

2.4.1.4.2. Using the wrong tool for a task is not only inefficient, but may damage the tool and endanger the user.

2.4.1.4.3. Select tools that not only fit the task, but also feel good in your hands. Considering how long the staff will be using the tools, is better to select tools that are of better design and quality.

2.4.1.4.4. Edged and cutting tools must be kept sharp.

2.4.1.4.5. Keep them in a protected location and maintain them properly and stored on racks.

2.4.1.4.6. Keep your garden tools secure, and away from park visitors.

2.4.1.4.7. Be aware of your surroundings when using tools. Remember that others may be working nearby, there may be overhead wires or other obstructions, and there may also be underground utilities or other items buried in the ground.

2.4.1.4.8. When you set your tools down, do so in a place and manner that will prevent accidental injury or damage.

2.4.1.4.9. Tools are to be kept clean and disinfected or on a regular basis. Disinfect your tools by washing them with soap and water, then wiping them down with either rubbing alcohol or a freshly-mixed 10% bleach solution in water.

2.4.2. Staff

2.4.2.1. Full time staff members are to be knowledgeable of the plants growing in the bed and capable to maintain the beds according to the plans individual and collective requirements.

2.4.2.2. It is the projects objective to have all staff appointed to undertake horticultural maintenance are to have a minimum of an NQF1 Ornamental horticultural certificate and to gain experience in the industry. Staff are to be able to work to programs and to communicate clearly and effectively, providing site reports to their superiors as required.

2.4.2.3. The horticultural maintenance staff is also to be able to have clear dialogue with park visitors and be able to provide tourism information or directions to local tourist site or places of interest and importance.

2.4.2.4. It is also to be understood that all staff are included in the security of the site and safety of themselves and park visitors.

2.5.9.1 REPORT

2.5.1. The contractor is required to supply reports to the Facilities Managers as set out below.

2.5.2. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.

- 2.5.3. Weekly
 - 2.5.3.1. To be issued by Monday morning.
 - 2.5.3.2. Report on damage caused to the planting areas after weekends and events that are held in the park.
 - 2.5.3.3. The Contractor is to report on and deficiencies or pest infections identified in the beds and provide a proposed remedy.
 - 2.5.3.4. The contractor is to report on any irrigation irregularities identified in the beds.
 - 2.5.3.5. The contractor is responsible to report any die back or potential gaps that are or will open in the beds, and provide a proposed remedy.
 - 2.5.3.6. The contractor is to report on progress based on the site management program, including the spray and fertilising done
 - 2.5.3.7. The results and subsequent recommendations are to be included into the relevant monthly report.
 - 2.5.3.8. Update on any spraying that may have been done through the week.
- 2.5.4. Monthly
 - 2.5.4.1. To be issued by the last day month
 - 2.5.4.2. Compilation of weekly reports
 - 2.5.4.3. Previous months - program and progress based on the site management
 - 2.5.4.4. Upcoming month's program.
 - 2.5.4.5. Machinery operations or repairs (daily inspection schedules, logs and repair schedules)
 - 2.5.4.6. Health and safety.
 - 2.5.4.7. Graphically present any spray for fertiliser treatment undertaken through the month
- 2.5.5. Annually
 - 2.5.5.1. Fertiliser program
- 2.5.6. TESTING AND INSPECTIONS
 - 2.5.6.1. Site inspections
 - 2.5.6.2. Staff appointed to the specific areas, are to inspect the plant beds on a daily basis and report any issues that may be apparent to the site management for prompt response.
- 2.5.7. Testing – soil analyses
 - 2.5.7.1. The first soil tests are to be done within the first month of starting on the contract, tested, analysed and the resulting recommended feeding program for the next 12 months is to be submitted to the Facility Manager by the end of the second month from the start of the contract. Thereafter, sampling and testing is to be done as per site inspections done with Facility manager or as required due to plants die back or other problems in plant beds. These analyses will be confirmed with Facility Manager, with a map showing the locations where the samples were taken and the results of the analyses, with laboratory and subject specialist recommendations. The cost of compliance is to be included into soil analyses rate card. .
 - 2.5.7.2. Specific tests and inspection listed below are to be carried out by registered and certified laboratories, and the results are to be submitted to the Facilities Manager when received.
 - 2.5.7.3. Testing is to include a full spectrum chemical analyses of macro and micro elements, pH, EC, particle size distribution, permeability, compaction, root depth and root health tests to be done the analyses at the same time.
 - 2.5.7.4. The contractor is to plot the specific location of the samples on a map, so as to build a clear data base of the soils profile throughout the site
- 2.5.8. Number of analyses
 - 2.5.8.1. Initial sampling will be confirmed by the Facility manager for high priority beds at the start of the contract , as well as for subsequent tests that may be required.
- 2.6.9.1DRAWINGS
 - 2.6.1. None
- 2.7.9.1PAYMENT AND PENALTY
 - 2.7.1. None
- 2.8.9.1HEALTH AND SAFETY
 - 2.8.1. None
- 2.9.9.1STOCK
 - 1.10.1.1. Fertiliser as set out in the specification above
 - 1.10.1.2. Chemical treatments
 - 1.10.1.3. Hand tool maintenance equipment
- 2.10.9.1 BOQ – Rates as per rate card
 - 2.10.1. The contractor is to include all costs, and associated costs, for the works specified above in the rate per function for items listed under Plant beds and to include the following but not limited to:
 - 2.10.1.1. Management
 - 2.10.1.2. Resources –, Labour and machinery
 - 2.10.1.3. Fertiliser supply and application

- 2.10.1.4. Compost supply and application
- 2.10.1.5. Mulch supply and application
- 2.10.1.6. Resolving of horticultural problems - Pest control, herbicide etc
- 2.10.1.7. Weeding
- 2.10.1.8. Pruning
- 2.10.1.9. Splitting and Dividing
- 2.10.1.10. Planting
- 2.10.1.11. Reports
- 2.10.1.12. Testing, reports & inspecting
- 2.10.1.13. Waste removal
- 2.10.1.14. HAS
- 2.10.1.15. Stock

2.11.9.1 RESPONSE TIME

- 2.11.1. As per works schedule and agreed program date for extra works
- 2.11.1.1. Once the fault is identified and the contractor notified
- 2.11.1.1.1. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
- 2.11.1.1.2. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.
- 2.11.1.1.3. If the repair of the fault requires a quote, the contractor will:
 - 2.11.1.1.3.1. Isolate the fault
 - 2.11.1.1.3.2. Obtain a quote within 1 day and submit for approval
 - 2.11.1.1.3.3. Complete works within 2 days of receiving a PO or as agreed or as agreed or as per agreed program

3. ARBOURICULTURE AT REGIONAL PARKS

3.1.9.1 EXPECTATIONS AND STANDARDS

- 3.1.1. Trees are to be tendered to provide optimum conditions for them to grow and thrive under the site-specific conditions, and ensure that the tree is safe, providing shade and fulfilling the role it has in the design.
- 3.1.2. This specification applies to already established trees, as well as any tree that has been transplanted or newly planted regardless of the size of the container.
- 3.1.3. The contractor is to provide an annual program at the time of bidding for the management of the ARBOURICULTURE, as set out in the specification (Returnable schedule), which will be discussed and agreed to by the Facilities Manager if the bidder is appointed. This program is to be strictly adhered to at all times.

3.2.9.1 MEASUREMENT

- 3.2.1. The contractor is required to familiarise themselves with the site and measure for themselves for costing.

3.3.9.1 SPECIFICATION

- 3.3.1. The cost of compliance is to be included into the monthly maintenance costs, unless stated otherwise including the provision of all staff, equipment and ameliorants necessary to undertake the scope of works.
- 3.3.2. Existing trees
 - 3.3.2.1. Trees on site are to be monitored on a monthly basis, or as required and attended to by a qualified professional in the arboriculture field to ensure that the trees develop into the best shape possible with a sound structure.
 - 3.3.2.2. Works undertaken on the trees, including but not limited to watering, feeding, pruning, supporting and treating will be for the contractors account, as well as for consultation called for to address any specific issues regarding the existing trees.
 - 3.3.2.3. Pruning of trees is to be undertaken by a recognised professional arboriculturist who has trained staff, and has all of the appropriate safety equipment, ladders and equipment to carry out tree work in a safe and professional manner.
- 3.3.3. Transplanted trees
 - 3.3.3.1. From time to time, trees may be transplanted on the site.
 - 3.3.3.2. The preparation of the trees to be transplanted will be detailed beforehand and works done in the best season to optimise the success of the transplant.
 - 3.3.3.3. The contractor is to monitor the transplanted trees closely and prune the dead material off from time to time.
- 3.3.4. Newly planted trees
 - 3.3.4.1. The Contractor must take special care of young replacement trees and shrubs, ensuring they are watered correctly, manage the staking, and protected from damage.
 - 3.3.4.2. Monitor trees are to be closely and where necessary dead material is to be pruned from time to time.
 - 3.3.4.3. All newly planted trees are to be protected from the prevailing wind, where the wind may damage the long term development of the tree. This protection is to be proposed and is considered as an extra to the contract.
- 3.3.5. Tree basins
 - 3.3.5.1. Keep all basins (minimum of 1500mmØ) edged and weed free at all times, as a water catchment area for the trees. The basins are to be mulched and composted as per specification

- 3.3.5.2. The Contractor must ensure that NO cultivation under the canopy of large trees shall be deeper than 50mm.
- 3.3.6. Pruning
- 3.3.6.1. The Contractor may not prune trees without consultation with the Facilities Manager. However, the following guidelines would be applicable:
- 3.3.6.2. Trees adjacent to walk ways must have the crowns lifted to 2m.
- 3.3.6.3. Trees adjacent to roadways must have the crowns lifted to 3m.
- 3.3.6.4. Branches are to be cut back 500 mm from the kerb lines adjacent to roadways.
- 3.3.6.5. Damaged branches are to be pruned and cleaned before rot sets in. This function is to be brought to the Facilities Managers attention immediately and cleared without delay.
- 3.3.6.6. Ensuring that the works area is secure and safe and that after the works are complete that the tree is secure for all concerned.
- 3.3.6.7. Pruning of newly planted trees is to consider the purpose of the tree within its space and pruned accordingly.
- 3.3.7. Tree supports
- 3.3.7.1. Tree supports. All supports are to be monitored and adjusted to suit the specific trees development. The following is a generalised method to dismantle, and manage the tree supports. Depending on the method of support, the following process is to be followed:
- 3.3.7.1.1. Tree ties are specified as rubber ties which will break, and need to be replaced on a regular basis.
- 3.3.7.1.2. Dismantle the support incrementally from the top, in stages. At each stage, consider the stability and strength of the tree, as well as the prevailing wind conditions before dismantling the support.
- 3.3.7.1.3. The contractor is to mark the tree supports in such a manner that is acceptable to the aesthetic of the site, to manage the time lines between adjustments so that the trees are managed in the best possible manner to ensure best practice.
- 3.3.8. Pests and diseases
- 3.3.8.1. The Contractor will, control any identified pests as and when they become evident or in the interests of the trees affected so as not to detract from the general appearance of the trees, as would be expected under the rules of professional horticultural practice.
- 3.3.8.2. No herbicides, pest control chemicals or growth inhibitors are to be used on site without approval by the Facility Manager. A pre-plan of spraying is to be submitted in the monthly report as well as confirmation of what spraying had been done in the past month. The report is to include a graphic of the location sprayed, when it was sprayed and what was sprayed.
- 3.3.8.3. The contractor will seek out organic, non-chemical or preventative management options to treat specific diseases or pests.
- 3.3.8.4. The Contractor will, control any identified pests as and when they become evident or in the interests of plants affected so as not to detract from the general appearance of the contracted areas, as would be expected under professional horticultural practice.
- 3.3.8.5. The contractor is to limit the use of chemicals so as to avoid any long term adverse effects such chemicals may have on plant growth and soil fertility.
- 3.3.8.6. If and when a chemical treatment is decided upon, taking all due consideration into account, the Contractor is required to apply the chemicals under favourable weather conditions, at manufacturers application directives, by suitable trained personal and in accordance to the governing laws of South Africa. Where necessary, the contractor will supply and show signage so that the general public are aware of the treatment and avoid any possibility of contamination.
- 3.3.8.7. Any chemicals applied under this contract for the control of horticultural primary or secondary pests, are to be applied to outdoor areas on lawns, in beds, on trees, shrubs and other foliage only. With the exception of the weed control covered under hard landscaping.
- 3.3.8.8. The contractor is to provide all necessary information on any chemicals used on site. This data is to be kept in the HAS file kept on site, and comply with storing, recoding usage and administration of chemicals on site.
- 3.3.9. Fertiliser
- 3.3.9.1. All trees require a biannual feeding (October and April) of organic granular fertiliser and finished compost for the duration of the maintenance contract. A blend of 2kg of organic fertiliser and a 50mm layer of finished compost is to be spread around the base of the tree within the trees drip line, and watered in. The application date is confirmed as the last day of the respective months.
- 3.3.9.1.1. In the event that the tree is planted in a gravel or lawn area, then only the fertiliser is to be spread.
- 3.3.9.1.2. In the event that the tree is planted in, or close to paved area, such that it would affect the spreading of the fertiliser, then the contractor will apply the full volume of the fertiliser in an even application in an area a location that would benefit the tree.
- 3.3.9.2. From time to time, the contractor may be required to spray a folio feed fertiliser to a specific tree to resolve a deficiency.
- 3.3.10. Composting
- 3.3.10.1. The contractor is to procure, deliver, relocate on site and spread composting to all trees once per year in the month of September to a thickness of 30mm. The compost should be medium grade (20 – 50mm sieved finished compost, weed free and purchased from a recognised compost supplier. The contractor is to use the standards set out below as a guideline.
- 3.3.10.2. The due date for the completion of the application will be the last day of September.

- 3.3.10.3. Application is to be done methodically and thoroughly to ensuring that all the trees get the correct application. Applications are to be done in a single operation across the entire site.
- 3.3.10.4. Composting is to be done under qualified supervision.
- 3.3.10.5. Applications are to be programmed, recorded and reported on to the Facilities Manager.
- 3.3.10.6. The contractor is to supply full spectrum chemical and physical properties analyses of the compost being brought onto site and a physical sample. Should the Facility Manager require additional analyses to ensure quality controls, the same will be required at no extra cost to the client
- 3.3.10.7. The compost specification set out under 'PLANT BEDS'
- 3.3.11. Mulching
- 3.3.11.1. The contractor is to procure deliver, relocate on site and spread a mulch layer made of vegetative material sieved to 30mm to all trees to a depth of no less than 50mm. The contractor is to allow for the replenishment of the mulch twice per year, in November and then in March. A sample of the mulch that the Contractor proposes to use must be submitted to the Facilities Manager for approval. The source of the compost supplier must be revealed and under no circumstances may the Contractor change his source without the written approval of the Facilities Manager.
- 3.3.11.2. The due date for the completion of the applications will be the last day of November and March.
- 3.3.11.3. Application is to be done methodically and thoroughly to ensuring that all the trees get the correct application. Applications are to be done in a single operation across the entire site, with minimal damage to the plants.
- 3.3.11.4. Mulching is to be done under qualified supervision.
- 3.3.11.5. Applications are to be recorded, programmed and reported on to the Facilities Manager.
- 3.3.12. Irrigation
- 3.3.12.1. The trees on this project do not have dedicated irrigation system for the trees. It is therefore imperative, that the irrigation system in the trees vicinity is operational.
- 3.3.12.2. Selected trees may require additional watering from time to time. The contractor is to ensure that they have the correct equipment to transport water on site and distribute by pressure pump to water the trees.
- 3.3.13. Waste management
- 3.3.13.1. All arising's are to be chipped on site and spread on site in areas agreed to by the manager.
- 3.3.13.2. Larger branches may need to be removed from site.
- 3.3.13.3. Cutting is to be collected, if necessary, in re-usable bags only. The contractor must supply the bags.
- 3.3.13.4. The general quantity of green waste at peak circumstances is about 30m³ a week. This can fluctuate depending on storms and seasonal horticultural practices.
- 3.3.13.5. The contractor is to provide a monthly report on the volume of green waste removed from site.
- 3.3.13.6. The contractor is to make allowance in his planning of works so that should there be an increased in arising's or green waste that additional skips are brought onto site or the bins are removed more frequently at no additional cost to the client
- 3.3.13.7. Failure to remove the filled bins timeously will result in the contractor being penalised.
- 3.3.14. Trees planted in pots or planters
- 3.3.14.1. The trees planted in pots or planters are monitored on a weekly base using a drop stick into the inspection pipes to record the moisture levels to determine if any actions must be taken.
- 3.3.14.2. The contractor is required to undertake these inspections on a weekly basis and report accordingly in the weekly and monthly report.
- 3.3.14.3. The contractor will be required to pump ground water from the inspection pipes from time to time as and when required.
- 3.4.9.1 RESOURCES
- 3.4.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs.
- 3.4.2. Staff
- 3.4.2.1. The contractor to supply trained staff to attend to the tree works on this site, ranging from the large existing or transplanted trees to the newly planted trees. The contractor is to ensure that all tree works are planned correctly and supervised by a suitably qualified person as discussed elsewhere in this document.
- 3.4.2.2. Management are to undertake inspections of all the trees and to compile an on-going works program that will be confirmed by the arboriculturist consulting on this project.
- 3.4.2.3. All health and safety requirements are to be met.
- 3.4.3. Equipment
- 3.4.3.1. The equipment required for this scope of work is described under 'Plant beds'. However, specialist equipment may need to be sourced from time to time. It is incumbent for the contractor to supply whatever equipment is required to maintain the trees that are noted on the site and to undertake clean-ups or arboriculture repairs from time to time. This will include safety equipment.
- 3.4.3.2. Chipper - This machine should be chosen for their quiet operation according to the decibel count. The size of the cut is to be of such a capacity so that it can chip and shred branches of a minimum diameter of 70mm Ø. (covered under Arbouriculture)

3.5. REPORTS

3.5.1.1. The contractor is required to supply reports to the Facilities managers as set out below.

3.5.1.2. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.

3.5.2. Weekly

3.5.2.1. The contractor is to report on any damage that may have occurred to any trees and what the treatment is, or if there is any potential safety issues regarding the trees on the site.

3.5.2.2. The contractor is required to undertake a visual inspection from ground level to search for telltale signs of timber degradation which may need arboreal treatment. Such indicators are to be reported to the Facilities Manager to action.

3.5.3. Monthly

3.5.3.1. This is a culmination of the weekly reports. The contractor is to report on the state of the trees and if any trees may have died and are to be replaced or need special treatment, and what that treatment may be.

3.5.3.2. Report on safety inspection of all trees

3.5.3.3. Report on any treatments or works that may be necessary to ensure the development of the trees.

3.5.4. Quarterly

3.5.4.1. Overall state of the trees this report is to be signed off by the site arboriculturist.

3.5.4.2. Trees are to be inspected biannually by a qualified arboriculturist, the results of which are to be issued to the Facilities Manager to action.

3.5.4.3. A report on the status of each tree is to be submitted with suggested remedial works that are to be undertaken. The report is to be structured by location and tree species and list remedial works necessary to ensure the sustainable and vigorous development of the trees.

3.5.4.4. The health and safety of the trees on the Regiona Parks is to be included in the quarterly report.

3.5.5. Annually

3.5.5.1. Not applicable

3.5.9.1 TESTING AND INSPECTING

3.5.1. The contractor is to undertake soil testing as set out below. The cost of compliance is to be included into the monthly maintenance costs.

3.5.2. The contractor is to report on the moisture levels around selected trees to a depth of 300mm at each visit by the subject specialist.

3.5.3. Inspect trees for any infections and potential environmental impacts on the tree and inspect all trees for safety issues by an arboriculturist or trained staff under the supervision of an arboriculturist.

3.5.4. Staff appointed to the specific areas, are to inspect the trees on a daily basis and report any issues that may be apparent to the site management for prompt response.

3.5.5. As and when the trees are considered dangerous and beyond a state where corrective pruning can ensure the safety of the tree, then the trees are to be felled on approval by the Facilities Manager, and new trees planted in its place immediately.

3.6.9.1 DRAWINGS & DETAILS

3.6.1. None

3.7.9.1 HEALTH AND SAFETY

3.7.1. None

3.8.9.1 STOCK

3.8.1. The contractor is required to carry the following stock items:

3.8.1.1. Fuel and oils necessary for the project

3.8.1.2. Fertiliser as set out in the specification above

3.8.1.3. Maintenance equipment

3.8.1.4. Chemical treatments

3.9.9.1 BOQ – MONTHLY COST BREAKDOWN

3.9.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:

3.9.2. Management

3.9.3. Resources – Labour, machinery and materials required for the tasks as specified.

3.9.4. Resolving technical problems

3.9.5. Reports

3.9.6. Waste removal

3.9.7. HAS

3.9.8. Stock

3.10.9.1 RESPONSE TIME

3.10.1. As per works schedule and agreed program date for extra works.

- 3.10.1.1. Once the fault is identified and the contractor notified
- 3.10.1.1.1. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
- 3.10.1.1.2. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.
- 3.10.1.1.3. If the repair of the fault requires a quote, the contractor will:
 - 3.10.1.1.3.1. Isolate the fault
 - 3.10.1.1.3.2. Obtain a quote within 1 day and submit for approval
 - 3.10.1.1.3.3. Complete works within 2 days of receiving a PO or as agreed or as agreed or as per agreed program

4. CLEANING & WASTE MANAGEMENT – INTERNAL

4.1.9.1 EXPECTATIONS AND STANDARDS

- 4.1.1. This scope covers the provision of services for the preventive, corrective and emergency cleaning, hygiene services within the site, belonging to the City of Cape Town, to industry best practice.
- 4.1.2. The following service will be costed based on the rates provided for labour and proven cost plus mark up as costed under SPECIALISED SERVICES

4.2.9.1 MEASUREMENT

- 4.2.1. No physical measurement is provided. The contractor is to become familiar with the location and quantity of bins and investigate the anticipated volume of waste to be removed from site. The contractor is responsible to clean the entire site, daily, including weekends and public holidays, and for as long as the park is open.
- 4.2.2. The contractor may be requested to undertake any additional cleaning that is required by the Facility manager, as an extra to the contract.
- 4.2.3. The contractor is also to understand the volume of cleaning of the various elements set out in this document that require cleaning at the frequency stipulated.

4.3.9.1 SPECIFICATION

- 4.3.1. Equipment to be maintained
- 4.3.2. The successful tenderer will have a high focus on service excellence providing a professional cleaning & hygiene service for the Regional Park facilities day to day cleaning, and should also have experience in cleaning and management of public ablution facilities, minor halls, kitchen facilities and offices.
- 4.3.3. The successful tenderer may be required to source and supply all the necessary materials or consumables, and bring together every expertise and control necessary to ensure a successful project in the minimum amount of time. Emphasis on working closely with the administrators and managers of the building, and by keeping all informed of the progress of the various cleaning activities is required. Provide regular updates from your team. Maintaining or enhancing services while increasing current levels of internal (occupant) satisfaction with leadership and innovation. You will actively monitor all aspects of the cleaning enhancements, until they are completed in accordance with your operational goals.
- 4.3.4. Maintenance The following is a proposed generic works schedule that can be applied to any of the facilities. It will be the responsibility of the relevant facility manager and the successful cleaning service provider to finalise the works schedule for each facility individually, and quote accordingly.
 - 4.3.4.1. Daily Maintenance Cleaning:
 - 4.3.4.2. Public Ablution Facilities
 - 4.3.4.3. Keep the facility in a clean, neat, serviceable condition at all times.
 - 4.3.4.4. 2. Make the facility available for public use from the designated opening time until designated closing time on the days specified for the duration of the tender.
 - 4.3.4.5. 3. Ensure that the facility is secured and locked when not in use.
 - 4.3.4.6. 4. Control access to the facility to prevent overcrowding or any anti-social behaviour.
 - 4.3.4.7. 5. Report all defective toilets, cases of vandalism or littering and dumping and (where possible) names of culprits at the earliest possible opportunity to the Facility Manager.
 - 4.3.4.8. 6.
 - 4.3.4.9. 7. Provide all consumables such as toilet paper and cleaning material as required.
 - 4.3.4.10. 8. Ensure that all taps in the facility are turned off when not in use.
 - 4.3.4.11. 9. Staff employed at any toilet are to be dressed in suitable, easily identifiable protective clothing.
 - 4.3.4.12. 10. Staff to receive basic training on the operation of the cisterns and other flushing systems that are in use in the toilets. This should enable them to report problems in a time saving manner.
 - 4.3.4.13. 11. Keys to the premise will be provided by Council for the duration of the contract.
 - 4.3.4.14. Contractor to clean and sanitise the whole block of toilets and keep clean at all times and will be responsible for the supply of all consumables (toilet paper, cleaning liquids etc) and cleaning equipment)
 - 4.3.4.15. The contractor is responsible for minor repairs within the toilet, replacement of rubbers etc. Any problem of a more serious nature must be reported to the Superintendent immediately
 - 4.3.4.16. Waste removal related to ablution maintenance
 - 4.3.4.16.1. Spot check all floor surfaces and clean where required
 - 4.3.4.16.2. Spot check and clean all entrance foyers
 - 4.3.4.16.3. Spot check corridors and clean where required.
 - 4.3.4.1.4. Clean all permanently occupied office areas:

- 4.3.4.16.3.1. Spot check and clean all wall, door, glass and ceiling surfaces of permanently occupied office areas prior to 08h00
- 4.3.4.1.5. Clean all staff allocation toilets and shower areas
- 4.3.4.1.5.1. Clean and sanitize all toilet bowls, seats, hand basins and urinals of permanently occupied offices areas
- 4.3.4.1.5.2. Replenish consumables i.e. toilet paper, soap, towels and air freshener
- 4.3.4.1.6. Servicing
 - 4.3.4.1.6.1. SHE bins
 - 4.3.4.1.6.2. Nappy bins
 - 4.3.4.1.6.3. Pest control

Monthly Maintenance

- 4.3.4.16.4. Clean blinds
- 4.3.4.16.5. Clean all hand rails
- 4.3.4.16.6. Clean all stainless steel door handles
- 4.3.4.16.7. Clean all way finding boards/signage.
- 4.3.4.16.8. Clean all doors
- 4.3.4.16.9. Perform Pest Control
- 4.3.4.16.10. Monthly sanitizing of SHE bins
- 4.3.4.16.11. Sweep and clean all service & ventilation plenums
- 4.3.4.16.12. Clean all way finding boards
- 4.3.4.16.13. Sweep, dust and clean all storage areas, on request
- 4.3.4.16.14. Clean, wash all exposed pipes, up to a height of 2,5m
- 4.3.4.16.15. Dust, wash, clean all surfaces of all entrance foyers in an applicable manner
- 4.3.4.16.16.

4.4.9.1 RESOURCES

- 4.4.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs.

4.5.9.1 REPORTS

- 4.5.1. The contractor is required to supply reports to the Facilities managers as set out below. The cost of compliance is to be included into the monthly maintenance costs.
- 4.5.2. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.
- 4.5.3. The contractor is responsible to report on a monthly basis on the measured volumes of various types of waste being removed from the site compared to the total volume of waste generated and removed from site. The measurement is to identify what types of waste is being remove and the volume of those waste types.
- 4.5.4. The report is to include all dumping slips

4.6.9.1 TESTING AND INSPECTING

- 4.6.1. To be determined and considered an extr to the contract

4.7.9.1 DRAWINGS & DETAILS

- 4.7.1. N/A

4.8.9.1 STOCK

- 4.8.1. The contractor will stock all cleaning chemicals necessary to undertake the scope of works

4.9.9.1 BOQ – MONTHLY COST BREAKDOWN

4.10.9.1 RESPONSE TIME

- 4.10.1. Once the fault is identified and the contractor notified:
- 4.10.2. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
- 4.10.3. If the fault can be addressed on site, the fault is to be isolated immediately and addressed immediately.
- 4.10.4. If the fault requires a quote the contractor will:
- 4.10.5. Isolate the fault
- 4.10.6. Obtain a quote within 1 day and submit for approval
- 4.10.7. Complete works within 2 days of receiving a PO or as agreed or as agreed or as per agreed program

5. CLEANING & WASTE MANAGEMENT - EXTERNAL AT REGIONAL PARKS

5.1. EXPECTATIONS AND STANDARDS

- 5.1.1. This specification is for the cleaning of external area and not for specialist cleaning of buildings.
- 5.1.2. Daily cleaning by the contractor, including weekends and public holidays, is required to keep the site free from litter and refuse.

- 5.1.3. The cleaners are to collect loose refuse and litter, bag all waste and removed waste from site to the sorting area. The collection of the waste from site is to be done on a regular basis through the day e.g.: mid-morning, before lunch and by late afternoon again so that there is no stockpiling of waste on the site.
- 5.1.4. The contractor is to ensure that the staff cleaning the site have all the necessary safety equipment to perform this function to the highest standards.
- 5.1.5. All cleaning chemicals used to clean waste areas or bins are to be environmentally friendly according to the latest international standards.
- 5.1.6. The waste collection and sorting area, is to be clean at all times.
- 5.1.7. All bins are to be cleared timeously to ensure that no waste accumulates on site, and at not stage is it permitted to have waste bins overflowing
- 5.1.8. This site is seeking the maximum amount of recycling possible for all waste generated on site. The contractor is to subcontract waste removal for sorting and recycling, and measured.
- 5.1.9. It is expected that the contractor will provide all resources necessary to clean at events that take place within the boundary of the contract. These are considered extra to the contract which the contractor will quote separately.

5.2. MEASUREMENT

- 5.2.1. No physical measurement is provided. The contractor is to become familiar with the location and quantity of bins and investigate the anticipated volume of waste to be removed from site. The contractor is responsible to clean the entire site, daily, including weekends and public holidays, and for as long as the park is open.
- 5.2.2. The contractor may be requested to undertake any additional cleaning that is required by the Facility manager, as an extra to the contract.
- 5.2.3. The contractor is also to understand the volume of cleaning of the various elements set out in this document that require cleaning at the frequency stipulated.

5.3. SPECIFICATION

- 5.3.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. This includes the sanitising of drinking fountains and cleaning of touch points. The cost of compliance is to be included into the monthly maintenance costs, unless clearly stated otherwise.

5.3.2. Lawns and beds

- 5.1.1.1. All litter is to be removed first thing every morning, after lunch and before the contractor leaves site for the day from lawn and bed areas. Litter is to be bagged and removed to the recycling facility on site immediately. Please note that although this function is specified at certain times, the contractor is required to keep the park clean at all times.
- 5.1.1.2. The contractor is advised that some of the beds are in areas that are not secured by fencing and are subject to persons using the beds area (this applies to all areas) as their toilet. The contractor is to allow for the collection and disposal of such waste in accordance to best practice health and safety requirements and laws and standards.

5.3.3. Water bodies

- 5.3.3.1. All litter is to be removed first thing every morning. Litter is to be bagged and removed to the recycling facility on site immediately. Please note that although this function is specified at certain times, the contractor is required to keep the park clean at all times.

5.3.4. Paved surfaces

- 5.3.4.1. The contractor is required to clean the paving and keep it clean at all times.
- 5.3.4.2. Where algae build up occurs or discoloration due to contaminated run off, the contractor is to clean the paving immediately and ensure that the surface is safe for use.
- 5.3.4.3. Any signage left over from events, or stickers found on site, are to be removed immediately.

5.3.5. Drinking fountains

- 5.3.5.1. All drinking fountains are to be sanitised at a minimum of three times a day.
- 5.3.5.2. The dog drinking basins are to be swept at the same time and cleaned once a day
- 5.3.5.3. Inspect all soak away area and clean river pebbles monthly of any algae growth
- 5.3.5.4. Test the performance of the drinking fountain and ensure that the projected water lands in the middle of the basin. If this is in the case, then adjust to the pressure accordingly
- 5.3.5.5. Report and damages immediately for prompt resolution.

5.3.6. Picnic tables, benches

- 5.3.6.1. The contractor is to provide materials and chemicals to ensure that these elements are sanitised at all times.
- 5.3.6.2. The contractor is required to Soap-wash the timber at the picnic areas, so as to keep the tables and chairs clean for use. The contractor is to hold suitable soap was in stock so as to clean if required.

5.3.7. Signage and mosaics

- 5.3.7.1. Clean all tactile maps daily. Wash all signs with a clean sponge or cloth using an all-purpose biodegradable cleaner, used with warm water. Do not use any solvents or chemicals.
- 5.3.7.2. Clean Steel cut out letters every 3 months with stainless steel cleaner, starting in February.

5.3.7.3. Signs and their supports are to be cleaned every week or as required. All to be washed with a sponge or cloth using GNLD Super 10 an all-purpose biodegradable cleaner used with warm water. No solvents or chemicals are to be used.

5.3.7.4. Clean stainless steel display inlays every week with an appropriate cleaner

5.3.7.5. Clean mosaics with soapy water solution.

5.1.2. Feature elements

5.1.2.1. The contractor is to ensure that all elements specific to the facility are to be cleaned depending on their type of usage. This will include cleaning touch points and removing build up of residual materials to high usage areas.

5.1.2.2. Cleaning of these elements and removing litter will be done at a minimum of three times a day, depending on usage.

5.1.2.3. These elements will also be cleaned on the weekends.

5.1.3. Bins

5.1.3.1. Bags are to be removed from the bins and the vicinity cleaned of any spill.

5.1.3.2. Bags will be removed before the bag is filled

5.1.3.3. Bags are to be loaded on the site vehicle and relocated to the recycling facility for sorting. 5.3.9.4. Bins will have a new bag installed each time the bins are cleared, and the bins placed back into their cages immediately and locked.

5.3.9.5. Bins are to be sanitised at least once a week unless instructed to do so more frequently. The contractor is to provide materials and chemicals

5.3.9.6. Sanitising of bins will be done at the recycling facility.

5.3.9.7. Sanitising of bins is to be done using industry standards, using environmentally friendly detergents, and other suitable equipment including high pressure cleaning equipment

5.3.9.8. All waste is to be treated as recyclable and will be removed from site by a reputable recycling contractor for processing, and a report issued on volumes and waste types removed from site to recycling compared to the total volume of waste removed from the site.

5.3.9.9. All waste removed from site and transported to official waste land fill sites or processing yards (recycling or composting), is to be measured, the volume of which is to be reported to the Facilities manager. The contractor is to supply all necessary permits and documentation proving that waste removed from site had been dumped and processed in accordance to all governing laws within South Africa, and that the dumping operation is fully compliant.

5.3.9.10. The contractor must provide a detailed waste management plan within 7 working days of commencement of contract.

5.3.9.11. Failure by the contractor to clear waste as directed by the Facility manager, by email, within 24 hours will result in penalties.

5.1.4. General waste

5.1.4.1. General waste is what is collected when clearing the bins and the general area. This waste is to be sorted for recycling, and removed from site.

5.1.4.2. Removal of recyclables and non-recyclables is to be done by reputable companies and scheduled removals are to be agreed on.

5.1.4.3. Failure to remove the filled bins timeously will result in the contractor being penalised.

5.1.4.4. The contractor is to provide a monthly report on the volume of recyclables and non-recyclable waste removed from site.

5.1.5. Waste skip and storage areas

5.1.5.1. The area where the skips are located is to be kept clean at all times, and swept at least once per day.

5.1.5.2. The waste storage area where recyclables are stored before collection is to be kept clean at all times.

5.1.5.3. Failure to keep these areas clean will result in penalties, if not cleaned within 12 hours from notification by email.

5.1.5.4. Skips and bins must be cleared when full

5.1.6. Maintenance yards and holding areas

5.1.6.1. Where applicable, both the internal and external areas of the maintenance facility is to be kept clean at all times.

5.1.6.2. All stocked equipment or materials are to be well sorted and stored in appropriate ways to ensure safety and ease of accessibility.

5.1.6.3. All surfaces are to be kept and clear of debris at all times.

5.1.6.4. The offices and facilities used are to be kept clean of any materials that will attract pests.

5.1.6.5. The service provider is to allow for all resources, cleaning agents including equipment necessary to keep the maintenance facility clean at all times.

5.1.6.6. Failure to ensure that the facility is clean will result in penalties being applied if the complaints are not addressed within 12 hours from the time of a written notification.

5.1.7. Dog waste bags

5.1.7.1. On sites where dog waste bag holders are strategically located.

5.1.7.2. The contractor is to supply and re-fill these holders with plastic bags as required, considering that there must be bags in the dispensers at all times, which may necessitate restocking through the day.

5.1.7.3. The contractor is to supply 40 000 recycled plastic bags approximately per annum. The contractor is to ensure that they have sufficient stock of the bags on site at all times.

5.1.7.4. Bag type to be Barrier No. 6 from PlastiPak or equivalent.

5.4. RESOURCES

5.4.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs.

5.4.2. Staff

5.4.2.1. These cleaners are to have appropriate equipment for the job so they do not have to handle litter directly with their bare hands.

5.4.2.2. Staffs are to clean the site equipment such, but not limited to the play equipment, signage, finger labyrinths, picnic benches and drinking fountains.

5.4.2.3. Staff are to be in attendance for the full period that the park is open on weekends and public holidays, clearing litter from the bins and picking up litter. This period of cleaning includes cleaning all areas of the contract.

5.4.2.4. The park is open from sunrise to sunset.

5.4.3. Equipment

5.4.3.1. 1 x High pressure gun

5.4.3.2. 1 x A sorting table where the staff can sort litter

5.4.3.3. Equipment as required to facilitate the recycling of waste on site, including bags, brooms, scales, etc (sufficient for the project)

5.4.3.4. Staff protective gear

5.4.3.5. Equipment to sweep and pick up litter and waste on site for each staff member undertaking the cleaning on both hard surfaces and in the landscape areas. (covered under Plant Beds)

5.4.3.6. Blowers (covered under Plant Beds)

5.4.3.7. Landscape vacuum to clean smaller litter in lawn areas and paved area

5.4.3.8. Suitable equipment to clean surfaces of all landscape elements located on the site such as sign boards and frames and supports, play and exercise equipment, lights (sufficient for the project)

5.1.7.4.1. The noise generated from mechanical equipment :Suppressed to a maximum decibel reading of 55 decibels for day time operation

5.1.7.4.2. For a duration of ...

5.1.7.4.3. Staff are to be managed to work for a period of time that does not exceed the limit of exposure of noise as measure for a specific equipment type

5.4.4. Services (rate to include loading skip or vehicle, transport to the dump site and offloading. Proof of delivery is to be provided on request)

5.4.4.1. Removal of green waste

5.4.4.2. Removal of wet waste

5.4.4.3. Removal of sorted waste materials for recycling

5.4.4.4. Removal of various medical waste will be covered by specialist services if required.

5.5. REPORTS

5.5.1. The contractor is required to supply reports to the Facilities managers as set out below. The cost of compliance is to be included into the monthly maintenance costs.

5.5.2. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.

5.5.3. The contractor is responsible to report on a monthly basis on the volumes of various types of waste being removed from the site compared to the total volume of waste generated and removed from site. The measurement is to identify what types of waste is being removed and the volume of those waste types.

5.5.4. The report is to include all dumping slips

5.6. TESTING AND INSPECTING

5.6.1. N/A

5.7. DRAWINGS & DETAILS

5.7.1. N/A

5.8. HEALTH AND SAFETY

5.8.1. N/A

5.9. STOCK

5.9.1. The contractor is to supply the following at their cost unless specially noted.

5.9.2. Site litter

- 5.9.2.1. Bags to be provided by client or procured as an extra
- 5.9.2.2. Cleaning equipment and materials
- 5.9.2.3. Bags to carry the wet waste and recycled materials away from site.
- 5.9.2.4. Re-usable bags for green waste

5.10. BOQ – MONTHLY COST BREAKDOWN

- 5.10.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
- 5.10.2. Management
- 5.10.3. Resources – Labour, machinery and materials required for the tasks as specified.
- 5.10.4. Resolving technical problems
- 5.10.5. Reports
- 5.10.6. Waste removal
- 5.10.7. HAS
- 5.10.8. Stock

5.11. RESPONSE TIME

- 5.11.1. As per works schedule and agreed program date for extra works
- 5.11.2. Response time to clearing or attending to issues identified must be immediate

6. IRRIGATION

6.1.9.1 EXPECTATIONS AND STANDARDS

- 6.1.1. The irrigation system is to be closely managed and monitored, to ensure that the optimum use is achieved and that the system is operational at all times, and any problems are resolved immediately, and without any wastage of water.
- 6.1.2. No wastage of water will be tolerated.
- 6.1.3. The contractor is to replace damaged or faulty parts with identical or improved parts to the existing system on the site. No mixing of suppliers will be tolerated
- 6.1.4. The contractor is to know the supply reticulation system up to the boundary of the site.

6.2.9.1 MEASUREMENT

- 6.2.1. The contractor is required to familiarise themselves with the site and measure for themselves for costing.

6.3.9.1 SPECIFICATION

- 6.3.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs, unless clearly stated otherwise.

6.3.2. Water conservation

- 6.3.2.1. The contractor is to inspect the site on a daily basis to monitor the effectiveness of the irrigation system and report and resolve any water wastage that is observed.
- 6.3.2.2. Any observed wastage must be reported immediately and the wastage terminated. The contractor will address the cause of the wastage immediately.
- 6.3.2.3. Failure to stop the wastage will result in penalties. This item is to be resolved without any delay. 6.3.2.4. The contractor will be called to site to address at any time that any leakage observed, and he is expected to address the problem immediately.

- 6.3.2.5. The service provider will provide a response plan to leaks that will cover 24 hours, including but not limited to:

- 6.3.2.3.1. Contact numbers
- 6.3.2.3.2. Response times
- 6.3.2.3.3. Identify isolation valves
- 6.3.2.3.4. Liaison arrangements with other service providers.
- 6.3.2.3.5. Provide a report for fault tracking

6.3.3. Water supply

- 6.3.3.1. The contractor, who is required to read all water meters on a daily basis and record the readings onto a monthly report, is to inspect all manholes and keep them clear of vegetation and debris, and if needed, pump the manholes empty and investigate why water is collecting into the manholes and report the findings to the Facility manager.
- 6.3.3.2. The contractor is to allow for servicing the meters and control valves once every six months, only with the expressed approval from the City of Cape Town Dept of Water and sanitation. The servicing will be extra to the contract and will be considered under specialist services.
- 6.3.3.3. The contractor is to provide a rate to supply and distribute on site both potable and non-potable water should the water supply be terminated or if a section of the facility does not have an irrigation system.

- 6.3.3.4. The quality of the non-potable water is to be such that it will not affect the landscape negatively or mark the hard landscape elements. The rate is to include water sample testing with the recommendations, and confirmation of the origin of the water. If the supply should change, then a new analysis must be taken, analysed and submitted to the Facility manager with recommendations. The rate is to include the supply from source to site as well as the provision of pumps to either:
- 6.3.3.5. Feed the non-potable water through the irrigation system, or, provide hosepipes and sprinklers for manual watering.
- 6.3.3.6. Water the landscape by supplying pumps, watering pipes with sprinklers to water the landscape from the tanker. The contractor is to ensure that the landscape is covered fully without any dry spots.
- 6.3.4. Irrigation reticulation
- 6.3.4.1. The operation and maintenance of the irrigation system shall be the responsibility of the Contractor.
- 6.3.4.2. The control system is to be managed to its optimum, without waste.
- 6.3.4.3. The contractor is to be aware of the locations and functions of the water reticulation system that is feeding the sites irrigation system.
- 6.3.4.4. The contractor is to be aware if the water supply is from a non-potable supply that is unfiltered or treated. Allowance must be made to inspect the reticulation system, and clean where necessary as a function of regular maintenance so that the system runs at its optimum, clearing all blockages including those blockages that may be caused by the spring water.
- 6.3.4.5. Burst pipes which feed irrigation lines (after the sites water meter) will be the responsibility of the Contractor to repair.
- 6.3.4.6. The system includes both drip and impact irrigation, and must be maintained in full working order at all times. Both irrigation types are to be maintained to their own standards.
- 6.3.4.7. If damaged, the system must be repaired at the Contractors cost without delay.
- 6.3.4.8. In the event that the automation of the irrigation system should fail, trees and flower beds to be watered manually via the irrigation system. The cost, of this manual watering, of staff and equipment is to be covered by the contractor.
- 6.3.4.9. Trees, lawns, shrubs and flowerbeds shall receive sufficient water for optimum maintenance and growth as described under their relevant sections.
- 6.3.4.10. Contractor shall carry out the following tasks and shall report to the Management the dates on which these tasks were completed. The frequency of the checks will be weekly, unless instructed by the Facility Manager
- 6.3.4.10.1. In consultation with the Manager, adjust the irrigation schedules in the control computer in accordance with the current irrigation demand.
- 6.3.4.10.2. Operate the system automatically, station by station and check that every valve opens and closes according to specification at least once every two weeks.
- 6.3.4.10.3. Check that the irrigation system is operating subject to the information provided by the weather station (if applicable).
- 6.3.4.10.4. With the system operating, locate every sprinkler head and check to see that it is performing according to specification.
- 6.3.4.10.5. Check pop-up sprinklers to see that they rise and retract freely, and that there is no leakage from the pop-up seals. Sprinklers that are fitted with check valves against low head drainage must be checked to see that there is no drainage after the control valve is closed.
- 6.3.4.10.6. Be observant for any excessively wet areas which may indicate leaks in the pipes network, and repair immediately.
- 6.3.4.10.7. Report any dry areas observed to the irrigation supervisor immediately and address. This is to be included the weekly report submitted to the Facilities Manager.
- 6.3.4.10.8. Open all valve boxes and check for leakage at the valve, and remove any debris or vegetation from the inside of the box.
- 6.3.4.10.9. Check the direction of spray and spray radius of all sprinklers in relation to over spray onto pathways, car parks, buildings, etc., and adjust them where necessary to minimum over spray consistent with effective coverage of the planted area.
- 6.3.4.10.10. Where sprinklers are not opening at the specified pressure, identify and correct the cause of the lack of pressure. Where sprinklers or sprayers on riser pipes are becoming overgrown by foliage, the riser pipes shall be extended by the addition of an extra length of riser pipe. The cost of this item must be allowed for and will not be considered as an additional item at a later stage.
- 6.3.4.10.11. The contractor is to inspect the drip irrigation sections using a moisture probe. This test is to be done regularly.
- 6.3.4.10.12. Drip lines are to be checked for any damages and repaired immediately.
- 6.3.4.10.13. Drip line filters are to be cleaned as frequently as necessary to ensure that the drip lines run without hindrance.
- 6.3.4.10.14. Mitigation measure are to be undertaken by the contractor to avoid damages caused to the drip line system.
- 6.3.4.11. Irrigation system affected by the landscape
- 6.3.4.11.1. Trim grass around pop-up sprinklers and valve boxes. Particular attention shall be paid to popup sprinklers that may have become overgrown or covered with soil. This must be reported to the facility manager so that a solution is agreed upon to ensure that the irrigation system remains effective and efficient.
- 6.3.4.11.2. Adjust springers located in beds to ensure that the spray is not hindered.
- 6.3.4.11.3. Readjust the installed height and positioning of pop-up sprinklers in relation to finished level.
- 6.3.4.12. The interior mechanism from a small sample of sprinklers must be removed and checked that that the strainers at the base are not blocked.
- 6.3.4.12.1. Any defects or damage must be rectified immediately and the contractor must always notify the Facility Manager of such problems.

- 6.3.4.12.2. Damage to the irrigation by others must be claimed directly from the responsible person(s) and the process of claiming must be done in accordance with the contractual requirements should it still be within the contract period. Repairs must be done immediately on identification.
- 6.3.4.12.3. The contractor is responsible for confirming or updating the irrigation as-built drawings and information on an annual basis which is to coincide with the anniversary of the contract commencement.
- 6.3.4.12.4. The contractor is to set up and implement a winter works program. This program will be issued to the Facility manager for comment by May. This will include:
- 6.3.4.12.4.1. Maintenance to the weather station (if applicable)
 - 6.3.4.12.4.2. General audits of the irrigation system with reports
 - 6.3.4.12.4.3. Servicing of valves
 - 6.3.4.12.4.4. Clearing and re-setting valve boxes
 - 6.3.4.12.4.5. The contractor is to use this as an opportunity to review the efficiency of the system
- 6.3.4.12.5. The contractor is to ensure that the numbering of each valve box which is painted on the valve box lid is clearly visible and correct according to the numbering plan. The contractor is to provide the paint and stencil necessary, to make sure that the numbering is clear. The contractor is to ensure that the plan and schedule is kept up to date at all times.
- 6.3.4.12.6. All battery powered valves are to be monitored and managed so that the operations of the valve is not affected by low battery life. The Contractor is to ensure that they have stock of 12V batteries as required by the specific battery powered solenoid valve
- 6.3.4.12.7. See sample of monthly report in Appendices 8
- 6.3.5. Filter
- 6.3.5.1. Should the system have inline filters, then the contractor is to allow to maintain the irrigation filters to manufactures standards and frequency.
- 6.3.5.2. The system is to be cleared of debris on a regular basis to ensure that the system runs without hindrance.
- 6.3.5.3. See information on the inline filter in the Green Point Park in Appendices 8
- 6.3.6. Weather station
- 6.3.6.1. For sites that have a weather station, see Appendices 8
- 6.3.7. Hand back
- 6.3.7.1. On completion of the contract, the contractor will be required to walk through the entire the entire irrigation system, which will be in full 100% operational state, with the latest updated asbuilt drawings in both hard and soft copy. The contractor will be required to walk through the entire system with the new contractor and Facilities Manager. Failure to do so will compromise the contractor's final payment.
- 6.4.9.1 RESOURCES
- 6.4.1. The contractor is required to supply the following staff and equipment as set out below. The cost of compliance is to be included into the monthly maintenance costs.
- 6.4.2. Staff
- 6.4.2.1. The Irrigation supervisor is to be competent (with proof of service and certified training) to operate the irrigation system we have on the site, and who can oversee the inspection process and undertake repairs to the system as required to the highest industry standard.
- 6.4.2.2. The assisting staff responsible for the irrigation system will be fully trained and certified (with proof of service and certified training), to operate the computerised control system. The staff will also capable to identify any irrigation problem, and undertake the necessary repair. The number of dedicated irrigation staff will be such that the irrigation staff can monitor, test, and repair the irrigations system to ensure that it is operating optimally at all times.
- 6.4.2.3. Availability for emergency repairs – The contractor will make himself available for any emergency repairs to the irrigation system as and when required, during the maintenance period.
- 6.4.2.4. All maintenance landscape staff is responsible for the irrigation in their zones or sites. The landscape staff will be advised and knowledgeable on when the system is due to run and the layout of the irrigation system in their area. The landscape staff will inspect all landscape area in their area for the effectiveness of the irrigation and report back to their supervisors if there are any concerns. These comments will be escalated to the irrigation manager to act on and/or record. The site staff is not to tamper with the irrigation system without the expressed knowledge and instruction from the irrigation manager. This will be done every morning.
- 6.4.3. Equipment
- 6.4.3.1. The Contractor is to supply adequate hosepipes to fulfil all watering functions. These should be at least 30m in length x 25mm internal diameter, have a lance, shut off valve and rose attached and "Geka" fittings or equivalent. (covered under Plant Beds)

- 6.4.3.2. The contractor is also required to supply and hold in stock adequate watering equipment should the irrigation system fail or not be effective. This is a temporary solution and the contractor will be required to repair the irrigation to be 100% effective.
- 6.4.3.3. The site staff will also be equipped with a full set of tools necessary to maintain and repair the entire irrigation system.

6.5.9.1 REPORTS

6.5.1. Notes

- 6.5.1.1. The contractor is required to supply reports to the Facilities managers as set out below. The cost of compliance is to be included into the monthly maintenance costs.
- 6.5.1.2. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.

6.5.2. Weekly

- 6.5.2.1. The contractor is to report any damages immediately and make the necessary repairs without delay.
- 6.5.2.2. Provide water meter readings

6.5.3. Monthly

- 6.5.3.1. The contractor is responsible to provide watering programme to ensure that every section of the garden is watered consistently during summer months (September to April).
- 6.5.3.2. The contractor is required to issue a data report from the controller indicating that the valves are operational. This report is to include an indication that the valves have been inspected at a minimum of once a month in the cooler seasons and twice a month in the summer periods (September to April).
- 6.5.3.3. Include a report on maintenance works done to the weather station through the month.
- 6.5.3.4. Provide a wet / dry locations site report

6.5.4. Annually

- 6.5.4.1. Update as-built plans on an annual basis

6.6.9.1 TESTING AND INSPECTING

- 6.6.1. Monthly TESTING AND INSPECTING as per notes above
- 6.6.2. The contractor is to inspect all valve box lids on weekly bases and ensure that all lids are secure with the necessary bolts and not cracked. If the lids are not secured with a bolt or cracked this must be addressed (replaced) to the satisfaction of the Facilities Manager immediately. Any damaged lids are to be replaced immediately. Further, all irrigation valve box lids and turf valve box lids are to be secured as per design into the "lock grooves" after use and secured with a threaded bolt. This is to be done after each usage. Any valve lids that are opened because of maintenance are to be identifiable with a traffic cone located on either end of the valve box.

6.7.9.1 DRAWINGS & DETAILS

- 6.7.1. None

6.8.9.1 HEALTH AND SAFETY

- 6.8.1. None

6.9.9.1 STOCK

- 6.9.1. The contractor is required to carry the following stock items:
 - 6.9.1.1. Weather station stock
 - 6.9.1.2. System parts listed below
- 6.9.2. Stock will be replaced once a year, at the start of the contract and on the anniversary of the contract.
- 6.9.3. The purchase of the stock items are at the contractors cost. Any additional materials will be provided by the client.
- 6.9.4. The stock list is for all sites listed under this tender,
- 6.9.5. IRRIGATION MATERIALS STOCK LIST

6.10.9.1 BOQ – MONTHLY COST BREAKDOWN

- 6.10.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
 - 6.10.1.1. Management of all irrigation works
 - 6.10.1.2. Resources – Labour, machinery and materials, including the irrigation control, maintenance and repair of any and all irrigation components, including the weather station and irrigation controller, both hard and soft ware.
 - 6.10.1.3. Update irrigation as-builts annually and when there are adjustments to the system, and at the end of the contract
- 6.10.2. Resolving technical problems

- 6.10.3. Reports
- 6.10.4. Waste removal
- 6.10.5. HAS
- 6.10.6. Stock

6.11.9.1 RESPONSE TIME

- 6.11.1. As per works schedule and agreed program date for extra works
- 6.11.2. Response to isolating reported leaks will be within 4 hours for after works hours and where there are not permanent, staff deployed to the site. If there are staff on site, then stop the leak immediately.
- 6.11.3. Response time to addressing any damaged irrigation repairs is to be within 48 hours

7. WATER FEATURE, WATER BODIES, DRINKING FOUNTAINS AND GENERAL PLUMBING

7.1.9.1 EXPECTATIONS & STANDARDS

- 7.1.1. All plumbing and related water systems are to fully functional at all times.
- 7.1.2. There are to be no water leaks, and where leaks are identified, they are addresses urgently 7.1.3. All of the water bodies under the direct responsibility of the contractor will be clear of litter at all times and of high water quality.

7.2.9.1 MEASUREMENTS

- 7.2.1. The contractor is required to familiarise themselves with the site and measure for themselves for costing.

7.3.9.1 SPECIFICATION

7.3.1. Note

- 7.3.1.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs, unless clearly stated otherwise. The contractor is also required to familiarise himself with the water system and may be required to undertake repairs or adjustments on request by the client.
- 7.3.1.2. The various sites will include some or all of the items listed below.

7.3.2. General

7.3.2.1. Daily inspections

7.3.2.1.1. Water features

7.3.2.1.1.1. Inspect daily and remove floating debris, leaves and algae from the features. Ensure no blockages occur within the reticulation system. Clear if required.

7.3.2.1.1.2. Inspecting sieves of the water feed and record the meter readings.

7.3.2.1.1.3. Inspect the features components, like the waterwheel daily and make adjustments to ensure proper operation considering the prevailing weather conditions.

7.3.2.1.1.4. Check if there are any dangerous situations or nuisances around the water features 7.3.2.1.2. Check drinking fountain flows daily. As well as check for leaks.

7.3.2.1.3. Inspect manholes and keep them clear of water. The contractor is to allow for submersible pump with generator as part of the tool inventory, of sufficient size to drain manholes.

7.3.2.2. Cleaning

7.3.2.2.1. Broom the features daily to remove settled residue.

7.3.2.2.2. Remove litter as often as required through the day.

7.3.2.2.3. Bird faeces found where it could contaminate the water must be collected, removed and disposed of as per the sites requirements

7.3.2.2.4. Cleaning of drinking fountains are to be done

7.3.2.2.5. In the case where a water feature is used for recreational use, the water feature must: 7.3.2.2.5.1. Be checked daily for any health and safety concerns, which if identified must be reported and attended to immediately.

7.3.2.2.5.2. Clean any surface growth that can cause slipping on a regular bases, using the most effective machinery and hand tools

7.3.2.2.5.3. Clean filters on a regular basis so that the system is hygienic and fully functional

7.3.2.2.5.4. Apply approved sanitising chemicals at the manufacturers rates and method of application that will suit the water feature and its environment.

7.3.2.2.5.5. All works are to be done at times when the water feature is not operational.

7.3.2.3. Repairs

- 7.3.2.3.1. Report plumbing repairs of highly technical nature to the Facilities Manager and is considered as an extra cost to the contract. This may include any water or electrical reticulation or pump system related to water.

7.3.2.3.2. The contractor is to repair where associated structure or finishes are damaged during the repair, or where waterproofing may be compromised.

7.3.2.3.3. Where there is a 'soft edge' to the water feature, the contractor is to be aware of traffic on the edge of the water features and what affect this will have and the damage it will cause.

7.3.2.3.4. Replanting

7.3.2.3.4.1. When necessary, the contractor will be required to remove and replant water edge plants.

7.3.2.3.4.2. The contractor is to replace the damaged plants with the same as was previously planted, to avoid infestations by aliens' or colonisation by certain plant species that may out compete other species. Such controls are to be included in the monthly maintenance regime.

7.3.2.4. Monitoring and control

The following are issues that the contractor is to be aware of, monitor and control:

7.3.2.4.1. Algae

7.3.2.4.1.1. The contractor is to be aware and monitor any development of algae. If algae growth is detected, then prompt response will be required, in particular, the growth of Cladophera (a filamentous green alga) to nuisance levels is to be monitored. The contractor is to allow for physical removal on a daily basis.

7.3.2.4.1.2. The contractor's response to increased algal growth must be guided by the "Method Statement for Controlling Algae Populations ". See appendix

7.3.2.4.2. Invasive and problem aquatic / wetland plants

7.3.2.4.2.1. The contractor is to allow for the control of invasive or problem plants on a continual basis, employing the most environmentally sensitive method to eradicate the invasive or problem plants and under the guidance of the contracted freshwater ecologist.

7.3.2.4.2.2. The regular control of invasive or problem water edge plants, floating aquatics and / or rooted wetland must be part of the regular maintenance program. Invasive or problem plants are to be removed. If the reeds cannot be dried and chipped, then they must be removed from site. In particular, the contractor must be aware of the establishment and spread of the following:

7.3.2.4.2.2.1. Typha capensis (bulrush)

7.3.2.4.2.2.2. Cyperus papyrus (papyrus)

7.3.2.4.2.2.3. Alien grasses and weeds (especially Penisetum clandestinum

7.3.2.4.2.2.4. Schoenoplectus littoralis ('steekbiesie')

7.3.2.4.2.2.5. Azolla filiculoides (red water fern),

7.3.2.4.2.2.6. Lemna spp. (duckweed),

7.3.2.4.2.2.7. Pistia stratiotes (water lettuce)

7.3.2.4.2.2.8. Salvinia molesta (Kariba weed)

7.3.2.4.2.2.9. Persicaria decipiens

7.3.2.4.3. Water Quality Management and Monitoring Programme

7.3.2.4.3.1. The contractor is to monitor and report on the following:

7.3.2.4.3.2. Nutrient enrichment

7.3.2.4.3.3. Sedimentation (resulting in increased turbidity),

7.3.2.4.3.4. Alkalinisation of the presumably naturally acidic spring water and

7.3.2.4.3.5. Decreased water clarity due to increased turbidity

7.3.2.4.3.6. Changes in electrical conductivity, dissolved oxygen and pH

7.3.2.4.3.7. Faecal contamination.

7.3.2.4.3.8. Stagnation conditions in the lower pond.

7.3.2.4.3.9. The treatment or prevention of the above problems will be agreed on in collaboration with the Facilities Manager and a water ecologist. The costs of such action will be agreed upon once the scope of works is identified.

7.3.2.4.4. Water reticulation system

7.3.2.4.4.1. Allow for cleaning the water drinking fountains, and testing them on a daily basis. 7.3.2.4.4.2. Allow for testing of the spray nozzles on the water feature on a daily basis

7.3.2.5. Elements

7.3.2.5.1. The following components are to be inspected and reported on as specified where appropriate to the sites requirements.

7.3.2.5.2. Water feature pump

- 7.3.2.5.2.1. The contractor is to inspect and report on the state of the operation of the pump on a weekly basis.
- 7.3.2.5.2.2. The contractor is to clear any debris, vegetative or otherwise, from the vicinity of the submersible pump, and keep it clear at all times
- 7.3.2.5.2.3. The pump is critical equipment, so the contractor will be required to repair in a short period of time.
- 7.3.2.5.2.4. The pump will be serviced on a quarterly basis, the costs of which are to be included in the maintenance contract costs.
- 7.3.2.5.2.5. Should the need arise that the pump must be removed for servicing, then a backup pump is to be provided in its place to ensure that the water is aerated and circulated as per the design
- 7.3.2.5.2.6. All components are to have a testing regime provided to pre-empt any failures in the system, this is to be provided by the contractor.

7.4.9.1 RESOURCES

- 7.4.1. The contractor is required to supply the following equipment as set out below. The cost of compliance is to be included into the monthly maintenance costs.

7.4.2. Staff

- 7.4.2.1. Management to undertake the weekly inspections
- 7.4.2.2. A staff member with at least part of their work day focused on cleaning the water of litter and algae etc., with the necessary protective gear.
- 7.4.2.3. Staff working in and around the water bodies, must be able to swim, and be trained on how to use the life buoy's. The staff will also be called upon from time to time to retrieve objects for the water, including quick response to birds or animals that are in distress.

7.4.3. Equipment

- 7.4.3.1. The cost to supply, hold, repair, and replace the list of equipment below is to be included into the monthly costs, as well as list costs on the tools schedule applicable.
 - 7.4.3.1.1. 1 x Catch nets with extension poles
 - 7.4.3.1.2. 2 x Pool brooms
 - 7.4.3.1.3. 1 x Flotation platform to load collected materials while cleaning
 - 7.4.3.1.4. Safety equipment
 - 7.4.3.1.4.1. Waders to fit
 - 7.4.3.1.4.2. Life jacket
 - 7.4.3.1.5. Hand tools to undertake repairs to drinking fountains and sprinklers and bubblers
 - 7.4.3.1.6. Testing equipment
 - 7.4.3.1.7. Turbidity tube

7.4.4. Specialist

- 7.4.4.1. The costs for the subject specialist, as set out below, is to be included in the rates card. The frequency of visits and reports is to be adhered to.
- 7.4.4.2. Fresh water ecologist
 - 7.4.4.2.1. Visits to facilities as agreed with the Facility Manager, with a report to follow within three weeks of the site visit.
 - 7.4.4.2.2. The contractor is to forward that the latest water analysis data to the Fresh water ecologist one week prior to the site visit.
 - 7.4.4.2.3. The Fresh water ecologist is to be a recognised person in the field of fresh water ecology with a minimum of 10years experience in fresh water ecology and related issues in the Western Cape and a degree in fresh water ecology.
 - 7.4.4.2.4. The fresh water ecologist will issue a report, with action notes to the contractor and Facility Manager after each visit.
 - 7.4.4.2.5. The contractor is to create a works program of actionable items and circulate to the freshwater ecologist and facility manager and carry out all items according to the program.

7.5.9.1 TESTING & INSPECTIONS

- 7.5.1. Note
 - 7.5.1.1. Monitoring actions are recommended in the sub-sections below.
 - 7.5.1.2. The contractor is to undertake testing as set out below. The cost of compliance is to be included into the monthly maintenance costs.
 - 7.5.1.3. Specific tests and inspection listed below are to be carried out by registered and certified laboratories, and the results are to be submitted to the Facilities Manager when received.
 - 7.5.1.4. All water bodies are to be tested separately including the water supplied to the site if not municipal potable water
 - 7.5.1.5. In the case of water features being used for recreational use

7.5.2. Daily inspections

- 7.5.2.1. The contractor is required to record water usage on a daily basis, and submit the records to the Facilities Manager on a weekly basis.
- 7.5.2.2. On site where there is no permanent staff, this function will be done on a weekly basis or on the days that the site is visited.

7.5.3. Weekly inspections

- 7.5.3.1. Weekly visual inspections of all the water bodies in the Park and of the wetland plants in and along the edges of the water bodies are to be undertaken by the contractor focusing on the following and recorded which is to be issued to the facility manager in report format:
 - 7.5.3.2. Photographed unfamiliar plants and issued for identification, and record the location of the plant.
 - 7.5.3.3. Algal growth in the water bodies:
 - 7.5.3.3.1. Extent of growth (% cover within the water body to be estimated, and, recorded)
 - 7.5.3.3.2. Type of algae to be noted; (filamentous, floating, attached, single-celled)
 - 7.5.3.4. Establishment of *Typha capensis* along the edges of the water bodies – approximate number of plants and their locations is to be noted;
 - 7.5.3.5. Invasion by floating aquatic plants – if any floating aquatic plants appear, the plant name and the extent and location of invasion should be noted.
 - 7.5.3.6. Growth of alien grasses and herbaceous weeds in the planted margins of the water bodies – plant names, approximate numbers or extent (in m²) and locations to be noted;
 - 7.5.3.7. Trampling of planted margins along the edges of the water bodies – location of trampling and extent of damage to be noted; and
 - 7.5.3.8. Any noticeable signs of water quality problems – murky, oily or cloudy water and any bad odours to be noted, together with any other observations relating to visual water quality.
 - 7.5.3.9. In situ water quality tests must be done weekly, on the same day of the week, and a report submitted with the monthly report, as listed elsewhere below. The following measurements must be taken using hand-held calibrated probes on site and recorded (weekly). Methods for data collection are covered in the Management and Monitoring Programme.
 - 7.5.3.10. Calibration of meters must be done at least monthly, and the calibration dates marked on the field datasheet
 - 7.5.3.11. If the water feature has different sections, then the tests are to be done in each of the locations.
 - 7.5.3.11.1. Water temperature (°C),
 - 7.5.3.11.2. pH,
 - 7.5.3.11.3. Electrical Conductivity (mS/m)
 - 7.5.3.11.4. Dissolved oxygen (percentage saturation and concentration in mg/L)
 - 7.5.3.12. Water quality data are to be entered onto a field datasheet, as supplied by the freshwater ecologist, and then onto an Excel datasheet or database, and submitted to the fresh water ecologist one week prior to the quarterly site visit, for interpretation.
 - 7.5.3.13. A checklist for the weekly inspections should be compiled by the contractor with the Facilities Manager, and with the input of a freshwater ecologist, and this checklist should be filled in by the Contractor during each weekly inspection and submitted within the monthly report. This information will also be submitted to the fresh water ecologist prior to the quarterly site visit, for interpretation.
 - 7.5.3.14. In addition to the above-mentioned aspects, particular attention must be given during the weekly inspections to observing fauna in or along the edges of the water bodies (a space should be included on the weekly checklist to record these observations). For example, if any tadpoles, fish or frogs are observed in the water bodies, a note should be made of where they were observed and what they looked like (or of the taxon name, if known). This information is to be compiled and reported in the monthly report, and submitted to the fresh water ecologist / water quality specialist prior to the quarterly site visit, for interpretation

7.6.9.1 HEALTH AND SAFETY

- 7.6.1. NONE

7.7.9.1 REPORTS

- 7.7.1. Note
 - 7.7.1.1. The contractor is required to supply reports to the Facilities managers as set out below. The cost of compliance is to be included into the monthly maintenance costs.
 - 7.7.1.2. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.
- 7.7.2. Weekly
 - 7.7.2.1. The contractor is to provide a written and photographic report of the manager's visual inspections covering the following items as set out in the section covering weekly inspections, and to be shared with the freshwater ecologist..
 - 7.7.2.1.1. Water meter reading (use meter readings)
 - 7.7.2.1.2. Algae build up (report by % cover of water surface covered by algae)

- 7.7.2.1.3. Invasive and problem species, including reeds and floating plants (report by location and name)
- 7.7.2.1.4. Alien plants (report by location and name)
- 7.7.2.1.5. Damage (report by location)
- 7.7.2.1.6. Visual observation of water clarity, Conditions in the pond (murky, oily or cloudy water), visible contamination
- 7.7.2.1.7. Temp
- 7.7.2.1.8. pH

7.7.3. Monthly

- 7.7.3.1. The contractor is to report to the manager on a monthly basis on the state of the water features, as stipulated under 'Testing and Inspections' listed above. If in the event that there is damage caused to the water features, then the contractor must report such damage to the Facilities Manager immediately.
- 7.7.3.2. The monthly report will collate all the data collected through the month into a single report

7.8.9.1 DRAWINGS AND DETAILS

- 7.8.1. NONE

7.9.9.1 STOCK

- 7.9.1. N/A

7.10.9.1 BOQ – MONTHLY COST BREAKDOWN

- 7.10.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
- 7.10.2. Management of all works to do with water features, water bodies and drinking fountains 7.10.3. Resources – Labour, machinery and materials required for the tasks as specified.
 - 7.10.4. Resolving technical problems
 - 7.10.5. Reports
 - 7.10.6. Waste removal
 - 7.10.7. HAS
 - 7.10.8. Stock

7.11.9.1 RESPONSE TIME

- 7.11.1. As per works schedule and agreed program date for extra works
- 7.11.2. Response time to addressing any issued highlighted regarding Water features, water bodies and drinking fountains works is to be within 24 hours
- 7.11.3. The response to any contamination of the water is set out in Appendix 16 the costs of which to repair will be for the clients account, using rates listed in the bill of quantities and under specialist services, and materials.

8. HARD LANDSCAPE COMPONENTS

8.1.9.1 EXPECTATIONS AND STANDARDS

- 8.1.1. All hard landscape elements are to be usable at all times without causing damage to vehicles or being hazardous to pedestrian movement.
- 8.1.2. Damaged equipment or surfaces and loose facing stones are to be reported without delay to the Facilities Manager.
- 8.1.3. Cleaning hard landscape elements of bird droppings or graffiti is to be done daily.
- 8.1.4. Cleaning paving adjacent to raised planters where water seeps through and marks the paving or creates a slippery surface.
- 8.1.5. Specialist cleaning to remove stains and deep seated dirt will be addressed as an adhoc works item.
- 8.1.6. The contractor is to provide an annual program for the management of the HARD LANDSCAPE COMPONENTS, as set out in the specification within one week of receiving their appointment, which will be discussed and agreed to by the Facilities Manager if the bidder is appointed. This program is to be strictly adhered to at all times.

8.2.9.1 MEASUREMENTS

- 8.2.1. The contractor is required to familiarise themselves with the site and measure for themselves for costing purposes.
- 8.2.2. Please note that the areas listed above are estimates.
- 8.2.3. Vertical Surfaces
- 8.2.4. Walls vary in lengths and heights from 0.5m seat walls to 2.1m high gateway walls.
- 8.2.5. Columns varies from 1.0m to 3.0m in height supporting the pergola structures

8.3.9.1 PAVED SURFACES, GARDEN WALLS AND COLUMNS

- 8.3.1. Paved areas are to facilitate pedestrian and vehicular movement over the entire Facility.

- 8.3.2. The scope of works includes garden walls and columns of varying heights and lengths for the gateways, pergola supports, barriers and seat walls.
- 8.3.3. Paved roads, parking areas, walkways and terraces form an interlinked system for the movement of vehicles and pedestrians. Paved finishes vary to emphasise function, scale and visual appeal. Minor walls and columns are clad with "Blue Stone" excavated from the site, give continuity to the 3-D hard landscape components.

8.3.4. EXPECTATIONS AND STANDARDS

- 8.3.4.1. Surfaces are to be usable at all times without causing damage to vehicles or being hazardous to pedestrian movement.
- 8.3.4.2. Paved surfaces are to be weed-free at all times.
- 8.3.4.3. Litter and sand deposits to be removed daily.
- 8.3.4.4. Garden wall surfaces and columns to be clean of blemishes and bird droppings.
- 8.3.4.5. Damaged surfaces and loose facing stones are to be reported without delay to the Facilities Manager.
- 8.3.4.6. Cleaning of paving of bird droppings is to be done daily.
- 8.3.4.7. Cleaning paving adjacent to raised planters where water seeps through and marks the paving or creates a slippery surface.
- 8.3.4.8. Specialist cleaning to remove stains and deep seated dirt will be addressed as an adhoc works item.

8.3.5. MEASUREMENTS

- 8.3.5.1. The contractor is required to familiarise themselves with the site and measure for themselves for costing.

8.3.6. SPECIFICATION

- 8.3.6.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs, unless clearly stated otherwise.

- 8.3.6.2. The Contractor will be responsible for the following work on all roads paths and hard surfaces, stone walls and stone columns:

8.3.6.3. Sweeping

- 8.3.6.3.1. Paths and hard surfaces will be swept weekly by mechanical means or in areas that are inaccessible to larger machinery, e.g. steps, by hand held broom or air blower.
- 8.3.6.3.2. Roads will be swept weekly or more frequently as the location requires along both kerb lines by mechanical means with the resulting sweepings to be removed from site immediately and dumped in accordance with the material rendered.
- 8.3.6.3.3. Debris in the form of sand, leaves, grass cuttings, twigs and other garden waste will either be swept or blown, raked to a pile, loaded and removed by the Contractor before such debris becomes unsightly and detracts from the maintenance area's overall appearance.

8.3.6.4. Weed and Pest Control

- 8.3.6.4.1. The Contractor will keep all hard surfaces free of weed throughout the year to the reasonable satisfaction of the Facilities Manager. Weeds can be spot treated with an approved herbicide applied either by knapsack sprayer or approved applicator.
- 8.3.6.4.2. Where hard surfaces abut grass areas, any grass encroaching onto the hard surface will be treated immediately and without delay.
- 8.3.6.4.3. The contractor is to allow for the control of any fauna that may affect the structural integrity of the paved surface. The most environmentally friendly method of control is to be sought and implemented once approved by the Facility manager.

8.3.6.5. Minor Repairs

- 8.3.6.5.1. Where paving has settled or is damaged or lifted by roots, action must be taken to make the paving safe for pedestrian and vehicular traffic.
- 8.3.6.5.2. These faults must be reported to the Facilities Manager and appropriate remedial action taken to obviate any potential hazard to pedestrians. Repair cracks and re-set loose facing stones where necessary.

8.3.6.6. Cleaning

- 8.3.6.6.1. Wash off dirt and bird droppings from paved and garden wall surfaces as necessary with biodegradable cleaners and scrubbing brushes on a weekly basis.
- 8.3.6.6.2. Clean and polish brass "footprint" insets with "Brasso" or equivalent every month.
- 8.3.6.6.3. From time to time, paving will be marked by over wash, this may be cleaned using high pressure equipment. Detergents or acids are only to be used under strict supervision and once approved by the Facility manager.
- 8.3.6.6.4. From time to time it may be required that the contractor is required to Soap-wash the stone and paved surfaces when needed at the picnic areas. The contractor is to hold suitable soap was in stock so as to clean if required.

8.3.6.7. Gravel areas

- 8.3.6.7.1. All gravel areas are to be raked clean on a weekly basis and especially after the weekend or after an event. This includes sweeping stone off adjacent paved areas back onto the gravel areas.
- 8.3.6.7.2. The contractor is to allow for the supply of 20mm of gravel to be applied to gravel areas once a year. To be applied during the month of May
- 8.3.6.7.3. Edges of gravel areas are to be swept every day
- 8.3.6.7.4. The gravel to be supplied is 13mm crushed brown river stone.

8.3.6.8. Sand (sand elements)

- 8.3.6.8.1. This covers the sand pit in the experience garden and volleyball court in the trim park, as well as any other such elements.
- 8.3.6.8.2. The sand pit will be checked on a daily basis and cleared of all litter.
- 8.3.6.8.3. If fouling by feral cats is noted in the sand pit, the waste is to be removed and disposed of in a bin, and the sand area will be disinfected, using a bleach solution.
- 8.3.6.8.4. The contractor can provide coarse sea salt as an alternative
- 8.3.6.8.5. As a planned maintenance item, the sand pit will be sprayed with a bleach solution every week.
- 8.3.6.8.6. The top 150mm of sand will be replaced annually.
- 8.3.6.8.7. Disinfectant mix options
 - 8.3.6.8.7.1. Mix 1 part white distilled vinegar to 1 part water in a pump sprayer
 - 8.3.6.8.7.2. Bleach solution with between 5% to 9% concentration of sodium hypochlorite, to be mixed at 62.5ml bleach/5L water, and rinse after 30min. The City is providing the bleach for this contract.
 - 8.3.6.8.7.3. Spray technician must use the correct PPE

8.3.7. RESOURCES

- 8.3.7.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs.
- 8.3.7.2. Staff
 - 8.3.7.2.1. The contractor will include in his maintenance team of permanent staff members, a supervisor with specialist skills in masonry works as set out in the tender specifications and support staff that has specialist masonry skills to undertake minor paving and rock wall repairs from time to time. Their tasks will include maintaining, repairing and cleaning:
 - 8.3.7.2.2. All paving surfaces
 - 8.3.7.2.3. All rock walls
 - 8.3.7.2.4. All buildings including services, such as plumbing, glazing
 - 8.3.7.2.5. Elements such as the sun dial, finger labyrinths, display elements
 - 8.3.7.2.6. Timber works,
 - 8.3.7.2.7. Play park equipment,
 - 8.3.7.2.8. Trim park equipment,
 - 8.3.7.2.9. Cleaning the signage,
 - 8.3.7.2.10. Cleaning the light poles and fittings to a height of no more than 3.5m,
 - 8.3.7.2.11. The fences, gates, booms and bollards,
 - 8.3.7.2.12. Water features
 - 8.3.7.2.13. The programming of the maintenance regime and repairs will be agreed to by the Facilities Manager so that it does not hinder the general maintenance program. Such a program will be issued on a monthly basis and reviewed weekly.
 - 8.3.7.2.14. The contractor will provide proof of the handyman's qualifications and CV at the time of tender.
- 8.3.7.3. Equipment
 - 8.3.7.3.1. The contractor will have on site a tool box with standard masonry equipment to undertake minor repairs to rock walls or paving. This includes both hand tools and power tools
 - 8.3.7.3.2. This will include equipment to mix cement as required in a clean manner.
 - 8.3.7.3.3. A mobile generator will be required for the site to power, power tools.

8.3.8. REPORTS

- 8.3.8.1. The contractor is required to supply reports to the Facilities managers as set out below. The cost of compliance is to be included into the monthly maintenance costs.
- 8.3.8.2. This document does not specify the template on which the contractor is to set out the following reports; this is to be agreed between the Facilities Manager and the contractor.
- 8.3.8.3. The contractor will report on a monthly basis on any damages or potential damages to paving and stonework.

8.3.9. TESTING AND INSPECTING

- 8.3.9.1. Weekly with report to Facility manager

8.3.10. DRAWINGS AND DETAILS

- 8.3.10.1. Appendix 9 : Paved areas

8.3.11. STOCK / SITE

- 8.3.11.1. The contractor is required to carry the following stock items:
 - 8.3.11.2. Cement – 50kg minimum at all times,
 - 8.3.11.3. Builders sand - 150kg minimum at all times
 - 8.3.11.4. Herbicide – 5lt minimum at all times (see specification of chemicals used on sites)
 - 8.3.11.5. Soap wash
 - 8.3.11.6. The cost to supply the stock will be carried by the contractor.

8.3.12. BOQ – MONTHLY COST BREAKDOWN

- 8.3.12.1. Bill of quantities include the following but not limited to:
 - 8.3.12.2. Management
 - 8.3.12.3. Resources – Labour, machinery and materials required for the tasks as specified.
 - 8.3.12.4. Resolving technical problems

- 8.3.12.5. Reports
- 8.3.12.6. Waste removal
- 8.3.12.7. HAS
- 8.3.12.8. Stock

8.3.13. RESPONSE TIME

- 8.3.13.1. As per works schedule and agreed program date for extra works
- 8.3.13.2. Once the fault is identified and the contractor notified
- 8.3.13.3. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
- 8.3.13.4. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.
- 8.3.13.5. If the repair of the fault requires a quote, the contractor will:
- 8.3.13.6. Isolate the fault
- 8.3.13.7. Obtain a quote within 1 day and submit for approval
- 8.3.13.8. Complete works within 2 days of receiving a PO or as agreed or as agreed or as per agreed program

8.4.9.1 TIMBER STRUCTURES – GENERAL

- 8.4.1. Include pergola shade structures, screens, decks, a bridge, and amphitheatre with stage, picnic tables, benches and fences, playground equipment.

8.4.2. EXPECTATIONS & STANDARDS

- 8.4.2.1. All timber elements are to be ready for use at all times.
- 8.4.2.2. Timber surfaces, in particular benches, seats, picnic tables, decks, fences, gates and handrails shall be kept clean at all times.
- 8.4.2.3. The treatment of the timber is to ensure that the health of the timber is subject to best practice to ensure long term durability and safety for use at all times.

8.4.3. REPORTS

- 8.4.3.1. The contractor is to report to the Facilities manager on the state of the timber as set out below under TESTING AND INSPECTING on a monthly basis unless damaged have been noted and repairs are required. The cost of compliance is to be included into the monthly maintenance costs.
- 8.4.3.2. The contractor is to report any timber related issues such a borer, and the development of fungi, including the treatment of the issue to the Facility Manager timidity when observed.

8.4.4. TESTING & INSPECTIONS

- 8.4.4.1. Inspect weekly for decay, wood cracks, splinters and damaged bench and decks slats, isolate and repair as soon as possible. Inspect weekly for structural damage and for loose, damaged or missing parts and repair as needed.
- 8.4.4.2. Inspect monthly all fixtures, tension wires, brackets and bolts, hinges and sliding gear to gates and repair where necessary.
- 8.4.4.3. The contractor is to monitor wire cross bracing and tighten when necessary to relevant pergolas

8.4.5. DRAWINGS AND DETAILS

- 8.4.5.1. None

8.4.6. PAYMENT AND PENALTY

- 8.4.6.1. The contractor will be paid based on the general appearance of the timber elements and response to identifying and resolving problems. Any additional works such as the repairs will be based on the scope of works at the rates submitted.
- 8.4.6.2. The contractor will provide all materials, staff, management, subject specialist and contractors, and equipment to undertake the tasks according to specification, best practice and environmental conditions on site and are environmentally sensitive.
- 8.4.6.3. Providing the required reports and programs as per agreement, and achieve the program dates.
- 8.4.6.4. Similarly, the contractor will be penalised if any works are note done, or programs provided or achieved, or the standards as specified are not achieved.
- 8.4.6.5. Penalty clauses specifically listed in the penalty schedule relate to important activities being undertaken as programmed. Any delay or omission will be penalised as noted in the schedule.

8.4.7. STOCK

- 8.4.7.1. The contractor is required to carry the following stock items, the cost of which is to be included into the monthly costs:
- 8.4.7.2. Basic carpentry materials
- 8.4.7.3. 5lt of timber treatment as per specification requirements
- 8.4.7.4. Soap wash

8.4.8. BOQ – MONTHLY COST BREAKDOWN

- 8.4.8.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
- 8.4.8.2. Management of all timber maintenance works
- 8.4.8.3. Resources – Labour, machinery and materials required for the tasks as specified.
- 8.4.8.4. Resolving technical problems
- 8.4.8.5. Reports
- 8.4.8.6. Waste removal
- 8.4.8.7. HAS
- 8.4.8.8. Stock

8.4.9. RESPONSE TIME

- 8.4.9.1. As per works schedule and agreed program date for extra works
- 8.4.9.2. Once the fault is identified and the contractor notified
- 8.4.9.3. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
- 8.4.9.4. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.
- 8.4.9.5. If the repair of the fault requires a quote, the contractor will:
- 8.4.9.6. Isolate the fault
- 8.4.9.7. Obtain a quote within 2 day and submit for approval
- 8.4.9.8. Complete works within 5 days of receiving a PO or as agreed or as agreed or as per agreed program

8.5.9.1 FENCES, GATES, BOOMS AND BOLLARDS

8.5.1. EXPECTATIONS & STANDARDS

- 8.5.1.1. Fences, gates booms and bollards are to be in good condition at all times. At no time are damaged fences or gates to be unmaintained.

8.5.2. MEASUREMENTS

- 8.5.2.1. Fences – The contractor must familiarise themselves with the specification of the fencing, gates, booms and bollards in each facility, and will be required to undertake preventative maintenance and repairs.

8.5.3. REPORTS

- 8.5.3.1. The contractor is to report to the manager on a monthly basis on the state of the fences, gates, booms and bollards, as stipulated under 'Testing and Inspections' listed below. If in the event that there is damage caused to the fencing and gates, then the contractor must report such damage to the manager immediately. The cost of compliance is to be included into the monthly maintenance costs.

8.5.4. TESTING & INSPECTIONS

- 8.5.4.1. Inspect fences, gates, booms and bollards weekly and report damages, or potential repairs that will need to be attended to.

8.5.5. DRAWINGS AND DETAILS

- 8.5.5.1. N/A

8.5.6. PAYMENT

- 8.5.6.1. NA

8.5.7. HEALTH AND SAFETY

- 8.5.7.1. The contractor is required to comply with the following. The cost of compliance is to be included into the monthly maintenance costs.
- 8.5.7.2. All works set out above, and what may be instructed as extra works is to be carried out in a professional and efficient manner and with the safety of the staff and park visitors in mind. Failure to do so will result in an enquiry with resulting sanctions.
- 8.5.7.3. The works area is to be safe at all times
- 8.5.7.4. All staff are to have all necessary and best practice safety equipment on themselves and on the equipment at all times when operating equipment or making repairs.
- 8.5.7.5. The contractor is to ensure that all FENCES, GATES, BOOMS AND BOLLARDS are secure with no sharp edges protruding that may injure staff or members of the public. The contractor must be aware that they are responsible for the health and safety of any person using the equipment and in the case of injury or loss, the contractor will carry liability.

8.5.8. STOCK

- 8.5.8.1. The contractor is required to carry the following stock items:
 - 8.5.8.1.1. Provide lubrication materials for all gates.
 - 8.5.8.1.2. Fence fixing brackets and bolts x 50 minimum as per sample from site.

8.5.8.2. The cost to supply the stock will be extra to the contract. The contractor is to advise the Facility manager when stock is low with a supporting quote for approval.

8.5.8.3. Stock will be held by the Facility manager for release.

8.5.9. BOQ – MONTHLY COST BREAKDOWN

8.5.9.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:

8.5.9.2. Management

8.5.9.3. Resources – Labour, machinery and materials required for the tasks as specified.

8.5.9.4. Resolving technical problems

8.5.9.5. Reports

8.5.9.6. Waste removal

8.5.9.7. HAS

8.5.9.8. Stock

8.5.10. RESPONSE TIME

8.5.10.1. Once the fault is identified and the contractor notified

8.5.10.2. Contractor to inspect the fault and determine if the faults is hazardous (1hr)

8.5.10.3. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.

8.5.10.4. If the repair of the fault requires a quote, the contractor will:

8.5.10.5. Isolate the fault

8.5.10.6. Obtain a quote within 1 day and submit for approval

8.5.10.7. Complete works within 5 days of receiving a PO or as agreed or as agreed or as per agreed program

8.6.9.1 PLAYPARK EQUIPMENT

8.6.1. Two inclusive play parks cater for agile and disabled children; the tot-lot is for a defined younger age group, surrounded by a timber fence and the adventure play park for a defined older age group. The play areas and equipment is to be maintained at the highest level to prevent injuries and ensure the safety of users.

8.6.2. EXPECTATIONS & STANDARDS

8.6.2.1. Maintain all of the apparatus to be in a safe condition and be operational at all times. Report all damaged or broken play equipment to the Facilities Manager. Any damaged equipment needs to be properly secured and immediately cordoned off to prevent potential hazards to the public. All items are to be replaced with like, unless otherwise instructed.

8.6.2.2. GENERAL

8.6.2.2.1. Ground Surfaces:

8.6.2.2.1.1. Clear areas underneath and next to play equipment: remove all sticks, rocks, stones or any sharp objects

8.6.2.2.1.2. Check rubber matting for damage and poor performance. Repair or replace if required, will be extra to the contract.

8.6.2.2.1.3. Check grassed areas adjacent to play equipment. Note where grass and soil is being eroded and report to Facilities Manager.

8.6.2.2.1.4. Check edging and ensure that the edging is secure, and that roots are not growing underneath, and damaging the edging or play surface.

8.6.2.2.2. All playground elements

8.6.2.2.2.1. Check if footings are exposed, cracked or loose. Report any damages.

8.6.2.2.2.2. Fences and gates

8.6.2.2.2.1. See details under 1FENCES, GATES, BOOMS AND BOLLARDS

8.6.2.2.2.3. Timber

8.6.2.2.2.3.1. Check all in ground timber: Report if timber is rotting or deteriorating in any way.

8.6.2.2.2.3.2. Check timber for cracks, splinters or unduly rough areas. Sand where necessary. Fill cracks over 2mm with non-toxic wood filler.

8.6.2.2.2.3.3. Check for slippery areas. Lightly incise where necessary and sand edges of incisions.

8.6.2.2.2.3.4. Check play structure for stability

8.6.2.2.2.3.5. Check all structural members on a monthly basis for any deterioration, damages or breakages. Report and repair immediately

6.2.2.2.3.6. Check for any protruding nails, screws or bolts. Cut back bolts and paint with cold galv. Sink all protruding nails or screws. Remove unnecessary nails, fill timber, sand and seal.

6.2.2.2.3.7. Check all fixings. Tighten or replace where necessary.

8.6.2.2.4. Elements

6.2.2.2.4.1. Check chains for signs of rust. Seal with cold galv where necessary. Replace where broken or missing

6.2.2.2.4.2. Check connection of chain to seat. Repair, tighten or replace if necessary. Check chains. Replace where broken or missing.

6.2.2.2.4.3. Check seats for damages. Report any damages found.

6.2.2.2.4.4. Check steel bearing and lubricate if necessary.

6.2.2.2.4.5. Check rubber stoppers and replace when necessary.

6.2.2.2.4.6. Check that handrails are securely fastened to timber. Fasten/repair if necessary

6.2.2.2.4.7. Check tyres for damage. Replace if necessary

6.2.2.2.4.8. Check decks for loose or broken slats. Repair or replace where necessary.

6.2.2.2.4.9. Check all balustrades and repair any damages. Ensure that all members are well secured.

6.2.2.2.4.10. Check all rope and nets for integrity. Check all fixing points to ensure that it is safe Tighten/repair as necessary. Replace or repair immediately if ropes are found to be faulty

6.2.2.2.4.11. Check slide for worn or damaged areas. Report any damages found. Check all fixings of slide. Tighten or replace where necessary. Inspect slide for stability, that the surface is perfectly smooth and secure

6.2.2.2.4.12. Check that springs are in working order. Report if damaged or broken. Check spring and fixings for signs of rust. Paint with 'Cold Galv' or replace where necessary.

6.2.2.2.4.13. Check if boulders are loose. Repair where necessary.

6.2.2.2.4.14. Check decks for loose or broken slats. Repair or replace where necessary.

8.6.3. RESOURCES

8.6.3.1. See comments under 'PAVED SURFACES AND GARDEN WALLS, Resources, Staff and Equipment'

8.6.3.2. Staff

8.6.3.2.1. Specialist skills are required and special attention necessary to maintain the play equipment in the facility.

8.6.3.3. Equipment

8.6.3.3.1. The contractor is to have on site all necessary tools to secure the equipment and to undertake on-going maintenance and repairs

8.6.4. REPORTS

8.6.4.1. The contractor is to report to the manager on a monthly basis on the state of the play equipment as stipulated under "testing & inspections" listed below. If in the event that there is damage caused to the play equipment, then the contractor must report such damage to the manager immediately. The cost of compliance is to be included into the monthly maintenance costs.

8.6.5. TESTING & INSPECTIONS

8.6.5.1. Check units and surrounds daily and particularly after days of intensive use, with the view of safety for the users. Each unit listed above has a series of items specifically to be checked.

8.6.5.2. The contractor is required to note any items that may be omitted from the items listed above and to report if any remedial works may be required on such items.

8.6.5.3. Check for worn parts and identify where replacements are needed.

8.6.6. DRAWINGS AND DETAILS

8.6.6.1. Appendix 11 : Play park plan and details

8.6.7. PAYMENT AND PENALTY

8.6.7.1. The contractor will be paid based on the general appearance and operational quality of the play park equipment and response to identifying and resolving problems.

8.6.7.2. Any additional works such as the repairs will be based on the scope of works at the rates submitted

8.6.7.3. The contractor will provide all materials, staff, management, subject specialist and contractors, and equipment to undertake the tasks according to specification, best practice and environmental conditions on site and are environmentally sensitive.

8.6.7.4. Providing the required reports and programs as per agreement, and achieve the program dates.

8.6.7.5. Similarly, the contractor will be penalised if any works are not done, or programs provided or achieved, or the standards as specified are not achieved.

8.6.8. STOCK

8.6.8.1. The contractor is required to carry the following stock items, the cost of which is to be included into the monthly costs:

- 8.6.8.1.1. Stainless steel 'U' bolts (min 20)
 - 8.6.8.1.2. Fixing materials to repair steel and timber play equipment such as a range of wood bolts and nuts, screws and adhesives suitable for the type of play structures found on site.
 - 8.6.8.1.3. Marine grade grease for the bearings
 - 8.6.8.1.4. Galvanised repair Zincdek 90 or Polygalv SN 176, or similar approved
- 8.6.8.2. Stock items to be procured as directed, include the following which will be extra to the contract:
- 8.6.8.2.1. Ropes
 - 8.6.8.2.2. Timber stock
 - 8.6.8.2.3. Cables
 - 8.6.8.2.4. Fixing items

8.6.9. BOQ – MONTHLY COST BREAKDOWN

- 8.6.9.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
- 8.6.9.2. Management of all works to do with Fences and Gates
 - 8.6.9.3. Resources – Labour, machinery and materials required for the tasks as specified.
 - 8.6.9.4. Resolving technical problems
 - 8.6.9.5. Reports
 - 8.6.9.6. Waste removal
 - 8.6.9.7. HAS
 - 8.6.9.8. Stock

8.6.10. RESPONSE TIME

- 8.6.10.1. As per works schedule and agreed program date for extra works
- 8.6.10.2. Any repairs on the playground equipment is to be addressed within 24 hours

8.7.9.1 LIGHTING & ELECTRICAL

8.7.1. EXPECTATIONS & STANDARDS

- 8.7.1.1. Lights and light fittings are to be clean of bird dropping.
- 8.7.1.2. All lights are to be in working order at all times.
- 8.7.1.3. Lights are to provide illumination as per its design without obstruction.
- 8.7.1.4. The electrical reticulation is to be kept in working order for use at all times.

8.7.2. MEASUREMENTS

- 8.7.2.1. The contractor is to evaluate each site according to this lighting and reticulation requirements.

8.7.3. REPORTS

- 8.7.3.1. The contractor is to report to the manager on a weekly basis on the state of the lighting, and stipulated under 'Testing and Inspections' listed below. If in the event that there is damage caused to the lighting, then the contractor must report such damage to the manager immediately. The cost of compliance is to be included into the monthly maintenance costs.
- 8.7.3.2. The format of the report will be agreed to with the facility manager.
- 8.7.3.3. Report on the monthly inspection of the electrical reticulation to be provided
- 8.7.3.4. Undertake pre-event inspections when required.

8.7.4. TESTING & INSPECTIONS

- 8.7.4.1. The contractor is to undertake a visual inspection of the lights on a weekly basis and inform the Facilities Manager of lamp replacements or repairs are required. This inspection will be done at night with relevant information showing lights that are not working recorded on a plan of either the precinct or the park
- 8.7.4.2. Monthly electrical reticulation check and report
- 8.7.4.3. Annual DB thermal check and report

8.7.5. DRAWINGS AND DETAILS

- 8.7.5.1. N/A

8.7.6. HEALTH AND SAFETY

- 8.7.6.1. The contractor is required to comply with the following. The cost of compliance is to be included into the monthly maintenance costs.

8.7.6.2. All works set out above, and what may be instructed as extra works is to be carried out in a professional and efficient manner and with the safety of the staff and park visitors in mind. Failure to do so will result in an enquiry with resulting sanctions.

8.7.6.3. The works area is to be safe at all times

8.7.6.4. All staff is to have all necessary and best practice safety equipment on themselves and on the equipment at all times when operating equipment. The contractor must be aware that they are responsible for the health and safety of any person using the equipment and in the case of injury or loss, the contractor will carry liability.

8.7.6.5. The flood and street lights are serviced by the city electrical department. It is the contractor's responsibility to provide a weekly report to the Facility manager, who will inform the city electrical department of any defects.

8.7.6.6. Lights around the building, in the water features and on the bridge and columns will be serviced by the contractor.

8.7.7. STOCK

8.7.7.1. The contractor is required to carry the following stock items. The minimum stock is to be held at all times:

8.7.7.2. 10 x Globes for ablutions and offices – bayonet fitting energy saver 18W, Cool white

8.7.7.3. 5 x Colum and bridge lights – bayonet fitting, 18W /840, F948, Cool white

8.7.7.4. 5 x Water lights – LED, 35W, Warm white

8.7.7.5. The cost to supply the stock will be extra to the contract. The contractor is to advise the Facility manager when stock is low with a supporting quote for approval.

8.7.7.6. Stock will be held by the Facility manager for release.

8.7.8. BOQ – MONTHLY COST BREAKDOWN

8.7.8.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:

8.7.8.2. Management

8.7.8.3. Resources – Labour, machinery and materials required for the tasks as specified.

8.7.8.4. Resolving technical problems

8.7.8.5. Reports

8.7.8.6. Waste removal

8.7.8.7. HAS

8.7.8.8. Stock

8.7.9. RESPONSE TIME

8.7.9.1. As per works schedule and agreed program date for extra works

8.7.9.2. Once the fault is identified and the contractor notified

8.7.9.3. Contractor to inspect the fault and determine if the faults is hazardous (1hr)

8.7.9.4. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.

8.7.9.5. If the repair of the fault requires a quote, the contractor will:

8.7.9.6. Isolate the fault

8.7.9.7. Obtain a quote within 2 day and submit for approval

8.7.9.8. Complete works within 5 days of receiving a PO or as agreed or as agreed or as per agreed program

8.8.9.1 SIGNAGE AND DISPLAY ELEMENTS

8.8.1.1. Way-finding, information and interpretive signs are located strategically throughout the site

8.8.2. EXPECTATIONS & STANDARDS

8.8.2.1. All signage is to be in pristine condition at all times.

8.8.2.2. All signage is to be in a condition that allows to user to gain the information from the signage without difficulty.

8.8.2.3. Report any damaged or defaced sign, and then quoted to be provided for the on to be repair and replaced thereof.

8.8.5. REPORTS

8.8.5.1. The contractor is to report to the manager on a monthly basis on the state of the signage, and stipulated inspections listed below. If in the event that there is damage caused to a sign, then the contractor must report such damage to the manager immediately. The cost of compliance is to be included into the monthly maintenance costs.

8.8.6. TESTING & INSPECTIONS

8.8.6.1. Inspect signs and display items on a weekly basis

8.8.7. DRAWINGS AND DETAILS

8.8.7.1. N/A

8.8.8. STOCK

8.8.8.1. Paint for the frames (5l), the cost of which is to be included into the monthly costs.

8.8.9. BOQ – MONTHLY COST BREAKDOWN

- 8.8.9.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
- 8.8.9.2. Management
- 8.8.9.3. Resources – Labour, machinery and materials required for the tasks as specified.
- 8.8.9.4. 9Resolving technical problems ‘;’]
- 8.8.9.5. Reports
- 8.8.9.6. Waste removal
- 8.8.9.7. HAS
- 8.8.9.8. Stock

8.8.10. RESPONSE TIME

- 8.8.10.1. As per works schedule and agreed program date for extra works
- 8.8.10.2. Painting of frames are to be done immediately when damaged is noted.
- 8.8.10.3. Once the fault is identified and the contractor notified
- 8.8.10.4. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
- 8.8.10.5. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time, which is to be confirmed by email.
- 8.8.10.6. If the repair of the fault requires a quote, the contractor will:
- 8.8.10.7. Isolate the fault if necessary
- 8.8.10.8. Obtain a quote within 2 day and submit for approval
- 8.8.10.9. Complete works within 10 days of receiving a PO or as agreed or as agreed or as per agreed program

8.9.9.1 THE TRIM PARK EQUIPMENT

- 8.9.1. An outdoor exercise circuit consisting of steel apparatus with moving parts to encourage a healthy lifestyle.

8.9.2. EXPECTATIONS & STANDARDS

- 8.9.2.1. Maintain all of the apparatus in a safe condition and be operational at all times.

8.9.3. MEASUREMENT

- 8.9.3.1. The contractor is required to familiarise themselves with the site and measure for themselves for costing.

8.9.4. SPECIFICATION

- 8.9.4.1. The contractor is required to supply all resources and materials to provide the scope of works as set out below. The cost of compliance is to be included into the monthly maintenance costs, unless clearly stated otherwise.
- 8.9.4.2. Service the equipment in accordance to the manufacturers’ instructions.
- 8.9.4.3. Where necessary the contractor must isolate any hazardous or damaged equipment from use attention is required.
- 8.9.4.4. Paint steel frames every 12 months with matching colours and paint of equal quality. Attend to any indications of rust immediately.
- 8.9.4.5. Lubricate all bearings at a minimum of once a month with high-grade marine grease.
- 8.9.4.6. The equipment will be subjected to non-destructive testing on all welds on an annual basis, by an authorised service provider, who will provide a test by test report with recommendations. This test will be done at the end of summer, so that any works can be addressed in winter.
- 8.9.4.7. A quote for any recommended repairs, resulting for the non-destructive testing, will be forwarded to the Facilities manager with the non-destructive test report, and will be considered extra to the contract.

8.9.5. RESOURCES

- 8.9.5.1. See comments under ‘PAVED SURFACES AND GARDEN WALLS, Resources, Staff and Equipment

8.9.6. REPORTS

- 8.9.6.1. The contractor is to report to the manager on a monthly basis on the state of the trim park equipment as stipulated under “testing & inspections” listed below. If in the event that there is damage caused to the trim park equipment, then the contractor must report such damage to the manager immediately. The cost of compliance is to be included into the monthly maintenance costs.

8.9.7. TESTING & INSPECTIONS

- 8.9.7.1. Check and report on the exercise units and surrounds daily Check daily for worn parts and identify where replacements are needed.
- 8.9.7.2. Non-destructive testing on all welds will be done on an annual basis and the equipment is to be fully refurbished from time to time. The cost for this will be done on an adhoc basis.

8.9.8. DRAWINGS AND DETAILS

- 8.9.8.1. NA

8.9.9. STOCK

- 8.9.9.1. The contractor is required to carry the following stock items, the cost of which is to be included in to the monthly costs:
 - 8.9.9.1.1. Cleaning agents
 - 8.9.9.1.2. Marine grade grease
 - 8.9.9.1.3. Bearings x 2
 - 8.9.9.1.4. Rust treatment Galvanised repair Zincdek 90 or Polygalv SN 176, or similar approved
- 8.9.10. BOQ – MONTHLY COST BREAKDOWN
 - 8.9.10.1. The contractor is to include all costs, and associated costs, for the works specified above in the bill of quantities include the following but not limited to:
 - 8.9.10.1.1. Management
 - 8.9.10.1.2. Resources – Labour, machinery and materials required for the tasks as specified.
 - 8.9.10.1.3. Resolving technical problems
 - 8.9.10.1.4. Reports
 - 8.9.10.1.5. Waste removal
 - 8.9.10.1.6. HAS
 - 8.9.10.1.7. Stock
- 8.9.11. RESPONSE TIME
 - 8.9.11.1. Once the fault is identified and the contractor notified
 - 8.9.11.2. Contractor to inspect the fault and determine if the faults is hazardous (1hr)
 - 8.9.11.3. If the fault can be repaired on site, the equipment is to be isolated immediately and repaired within the day as per an agreed amount of time which is to be confirmed by email.
 - 8.9.11.4. If the repair of the fault requires a quote, the contractor will:
 - 8.9.11.5. Isolate the fault
 - 8.9.11.6. Obtain a quote within 1 days and submit for approval
 - 8.9.11.7. Complete works within 2 days of receiving a PO or as per agreed program

[] TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.

[] EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the Supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT or its agent, upon request.

[] FORMS FOR CONTRACT ADMINISTRATION

The Supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **[R 145.00]** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

C.6 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this agreement.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

- 1.15 The word ‘Goods’ is to be replaced everywhere it occurs in the GCC with the phrase ‘Goods and / or Services’ which means all of the equipment, machinery, materials, services, products, consumables, etc. that the Supplier is required to deliver to the Purchaser under the agreement. This definition shall also be applicable, as the context requires, anywhere where the words “supplies” and “services” occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word ‘Order’ is to be replaced everywhere it occurs in the GCC with the words ‘Purchase Order’ which means the official purchase order authorised and released on the Purchaser’s SAP System.

Delete Clause 1.21 and substitute with the following:

- 1.21 ‘Purchaser’ means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the Copyright Act (Act 98 of 1978) relating to the Contract shall be vested in the Purchaser. Where copyright is vested in the Supplier, the Purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the agreement and need not obtain the Supplier's permission to copy it for such use. Where copyright is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;

- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

- 5.10.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services 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 Supplier shall be open, at all reasonable hours, for inspection by a representative of the Purchaser or an organisation acting on behalf of the Purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier’s broker or the insurance company itself (see the Pro Forma Insurance Broker’s Warranty).

[11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **[R5 million]** in respect of each and every claim during the contract period.]

11.2.5 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

Delete Clause 16.2 in its entirety and replace with the following:

16.2 The Supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.
- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **[DRAFTER TO SELECT PERCENTAGE: %]** of the value of any one item being claimed. **NOT APPLICABLE**
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 Prices are firm and not subject to adjustment.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not

relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

Where additional time is granted, the Purchaser shall also determine whether or not the Supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be 5% per day, limited to R 1 000.00 per purchase order.

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:

23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-

transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
- 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the Parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the Parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the Parties. The mediator may meet the Parties together or individually to enable a settlement.

Where the Parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the Parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the Parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (a) and (b) and replace with the following:

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

28.2 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the Supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the Purchaser.

28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the day delivery of delivery or the next Working Day,
- b) sent by registered mail – five (5) Working Days after mailing,
- c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender.

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the

Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything 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 in which an enterprise abroad is subsidised 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 recognised 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 with 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 consignee's 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are 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 organisation 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 as far as may be necessary for the 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 the use of the goods or any part thereof by the purchaser.

7. Performance Security

7.1 Within 30 (thirty) 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 the 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.
- 1.3 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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the 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 organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such 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 analysed 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 the 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 the 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 the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the 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 the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the 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 the 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 12 (twelve) 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 18 (eighteen) 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 the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the 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 the 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 the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the 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 tendered by the supplier in his bid, with the exception of any price adjustments authorized in the 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 contract 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 the 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 or her 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 of supplies; or to have minor essential services executed if an emergency arises, or 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 not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other 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 enterprise or person 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 5 (five) 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 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, Act 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 of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own 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 anti-dumping 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 subsidised 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 or she 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 or her.

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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) 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 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 the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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 the 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, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence 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 Revenue Services.

33. National Industrial Participation (NIP) Programme

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, Act 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, Act 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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 249S/2025/26

TENDER DESCRIPTION: TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CCT with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name	Signature
	Date	

Received by Employer's Agent / Representative:	Name	Signature
	Date	

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no 249S/2025/26 and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

- 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
- 6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
- 7. *Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.*
- 8. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
- 9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.*
- 10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
- 11. *This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.*
- 12. *This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
- 13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the Parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the CCT has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R.....

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

- 5.1 *the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or*
- 5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and*
- 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
- 6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
- 7. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
- 9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.*
- 10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
- 11. *This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.*
- 12. *This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
- 13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 13 August 2025:

1.1 National Banks

ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasia Insurance Company Limited
Santam Limited

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment
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Non applicable

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, submit audited annual financial statements:

- (i) For the past three years, or
- (ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? **(Please mark with X)**

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and SPECIFIC GOALS	100	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a 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

The following definitions shall apply to this schedule:

- (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

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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 below as may be supported by proof/documentation stated in the conditions of this tender:

5.2 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 (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(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.)

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	4	8		
Enterprise Supplier Development and Socio-Economic Development	3	6		
Skills Development <u>OR</u> Employee Share Scheme	3	6		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 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]

5.6 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 4.1 and 4.2, the Supplier 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 Supplier, 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.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR <u>SG3.2</u> Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *‘The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.* .

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
Promotion of Micro and Small Enterprises
 (i) Total Turnover
 Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
Enterprise Supplier Development and Socio-Economic Development
 (ii) Total Enterprise Supplier Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT”

 (iii) Total Enterprise Socio Economic Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 500 “THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT”

 (iv) Total Expenditure
 Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
Skills Development
 (v) Total Skills Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT”

 (vi) Total Profit
 Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
Employee Share Scheme
 (vii) Employee Share Scheme Ownership %
 Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
 (Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

***Note 1**

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

***Note 2**

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname <i>(Authorised to represent the tenderer)</i>	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner 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 Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 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 I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

<p>BBBEE Certificates/ Sworn Affidavits</p>	<p>Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period</p> <ul style="list-style-type: none"> - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only <p>KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS</p> <p>Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:</p> <p>(a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable</p>
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option).

(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.

(d) Amounts as per Table 2 must be inserted **(No blank spaces to be left)**.

(e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option)**.

(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).

(g) Date deponent signed and date of Commissioner of Oath must be the same.

(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).

(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)
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1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
 3.16.1 If yes, furnish particulars: _____

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

'MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule F.6: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. **(Please mark with X)**

YES		NO	
-----	--	----	--

1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. **(Please mark with X)**

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract,, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.9: Certificate of Independent Tender Determination
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I, the undersigned, in submitting this tender number **249S/2025/26** and tender description: **[TERM TENDER FOR PROVISION OF HORTICULTURAL, LANDSCAPE MAINTENANCE AND ANCILLARY SERVICES TO COMMUNITY SERVICES AND HEALTH OF CAPE TOWN FACILITIES]** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, Act 89 of 1998, and/o/r 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 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

(¹ Consortium: 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.)

Schedule F.11: List of Other Documents Attached By Tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Attach additional pages if more space is required.		

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule F.13: Information to Be Provided With the Tender
--

The following information shall be provided with the Tender:

1. Experience (Complete attached schedule 13.1)
2. Human Resources (Complete attached scheduled 13.2)
3. Vehicles & Machinery (Complete attached schedule 13.3)
4. Proof of Horticulturalist Qualification
5. Proof of membership with SALI

Schedule 13.1: Staff Experience

Previous relevant experience: The tender must fully complete this schedule. If further space is required, the details can be completed on a separate sheet using the same format.

No	Details	
1	<p><u>Description of Horticultural/Landscaper Maintenance Experience</u></p> <hr/> <p>Starting Date: / /</p> <p>End Date: / /</p> <hr/>	<p>References</p> <p>Company name / Institution</p> <p>_____</p> <p>Contact Person</p> <p>_____</p> <p>(First name & Surname)</p> <p>Contact details:</p> <p>Land line: _____</p> <p>Cell line: _____</p> <p>Email: _____</p>
2	<p><u>Description of Horticultural Maintenance Experience</u></p> <hr/> <p>Starting Date: _____ / /</p> <p>End Date: _____ / /</p> <p>Contract duration period. _____ (months)</p>	<p>References</p> <p>Company name / Institution</p> <p>_____</p> <p>Contact Person</p> <p>_____</p> <p>(First name & Surname)</p> <p>Contact details:</p> <p>Land line: _____</p> <p>Cell line: _____</p> <p>Email: _____</p>

<p>3</p>	<p><u>Description of Horticultural Experience:</u></p> <hr/> <p>Starting Date: _____ / _____ / _____ End Date: _____ / _____ / _____</p> <p>Contract duration period. _____(months)</p>	<p>Reference : Company name / Institution _____</p> <p>Contact Person _____</p> <p>(First name & Surname)</p> <p>Contact details: Land line: _____ Cell line: _____</p> <p>Email: _____</p>
<p>4</p>	<p><u>Description of Horticultural Experience:</u></p> <hr/> <p>Starting Date: _____ / _____ / _____ End Date: _____ / _____ / _____</p> <p>Contract duration period. _____(months)</p>	<p>Reference Company name / Institution _____</p> <p>Contact Person at Principal: _____</p> <p>(First name & Surname)</p> <p>Contact details: Land line: _____ Cell line: _____</p> <p>Email: _____</p>

Schedule 13.2: Human Resources

Human Resources: The tenderer must complete this schedule in full. If further space is required, the details can be completed on a separate sheet using the same format.

1. Permanent on-site horticulturist

Name	ID No.	Years of Experience in Horticulture Maintenance	CV Attached	
			Yes	No

2. Supervisor

Name	ID No.	Years of experience

3. Machine Operators

Name	ID No.	Years of experience

4. Irrigation technician

Name	ID No.	Years of experience in Plumbing Services

Schedule 13.3: VEHICLES AND MACHINERY

Vehicles and Machinery: The tender must complete the schedule in full. If further space is required, the details can be completed on a separate sheet using the same format.

1. VEHICLES

Vehicle	Make/Model	Quantity
Flat-bed trucks		
Utility vehicles		
Trailers		

2. MACHINERY

Item	Make/Model	Quantity
Reel / cylinder mower – self propelled		
Rotary mower – self-propelled		
Brush-cutter /s		
2 x Chain-saws (large / small)		
Telescopic pole-pruner(petrol)		
2 x Leaf blowers – petrol (well silenced)		
Hedge trimmer – petrol powered		

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date
 148

Schedule F.14: Appeal Application

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO:

DATE: _____

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.

Schedule F.15: Plant Supply

Common Plants	Succulent Plant Genera	Tree Species	Significant plants
Agapanthus Dwarf	Aloe spp	Afroparpus falcatus (male only)	Agave
Agapanthus spp	Aptenia cordifolia	Agonis flexuosa	Alstroemeria spp
Agathosma spp	Bulbine spp	Aloidendron barberae	Amaryllis belladonna
Antirrhinum	Carpobrotus spp	Apodytes dimidiata	Cycas spp
Arctotis spp	Cotyledon spp	Araucaria columnaris	Cycad spp
Argyranthemum	Crassula spp	Araucaria heterophylla	Elegia spp
Aristea ecklonii	Cotula spp	Arbutus unedo	Erica spp
Aristea major	Delosperma spp	Brabejum stellatifolium	Hoya spp
Artemisia spp	Portulacaria spp	Brachychiton acerifolius	Leucadendron spp
Barleria spp	Sansevieria spp	Buddleja saligna	Leucospermum spp
Begonia		Burchellia bubalina	Protea spp
Brachyleana rotunda		Calodendrum capense	Restio
Brunfelsia spp		Canthium inerme	Rose (variety)
Buddleja spp		Carissa macrocarpa	Serruria spp
Bulbine spp		Cassine crocea	Strelitzia spp
Carissa macrocarpa		Cassine peragua	
Carpobrotus spp		Cedrus atlantica	
Cerastium tomentosum		Cedrus deodara	
Chasmanthe mix		Cedrus libani	
Chlorophytum comosum		Celtis africana	
Chondropetalum tectorum		Celtis sinensis	
Cineraria saxifraga		Ceratonia siliqua	
Cineraria saxifrage		Chionanthus foveolatus	
Clivia miniata		Citrus limon	
Coleonema spp		Corymbia ficifolia	
Cotula sericea		Cunonia capensis	
Curio ficiodes		Cupressus sempervirens	
Cyperus spp		Curtisia dentata	
Dahlias annuals		Cussonia spicata	
Delosperma abbotti		Dais cotinifolia	
Diascia integerrima		Diospyros whyteana	
Dietes spp		Dodonaea angustifolia	
Dimorphoteca spp		Dombeya rotundifolia	
Dombeya kirkii		Dovyalis caffra	
Duranta Cliffortia ferruginea		Ekebergia capensis	
Elegia spp		Encephalartos spp	
Eriosephalis africanis		Ficus natalensis	
Euphorbia spp		Ficus rubignosa	
Euryops spp		Ficus sur	
Falkia repens		Gardenia thunbergia	
Felicia spp		Ginkgo biloba (male only)	
Gaura (hybrids only)		Harpephyllum caffrum	

Gazania spp		Ilex mitis	
Geranium multisectum		Jacaranda mimosifolia	
Haworthiopsis limifolia		Kigelia africana	
Helichrysum spp		Lagerstroemia indica (incl. cultivars)	
Hemerocallis spp		Laurus nobilis	
Hypoestes aristata		Lophostemon confertus	
Impatiens		Macadamia integrifolia	
Kalanchoe spp		Melaleuca species	
Kniphofia spp		Metrosideros excelsus	
Lachenalia spp		Nuxia floribunda	
Lampranthus spp		Ocotea bullata	
Lavender species		Olea africana	
Leonotis leonurus		Olinia ventosa	
Lobelia spp		Phoenix canariensis	
Metalasia muricata		Phoenix reclinata	
Orphium frutescens		Pinus halepensis	
Osteospermum spp		Pinus pinea	
Paranomus Bracteolaris		Pittosporum viridiflorum	
Pelargonium spp		Podocarpus elongatus	
Petunias		Podocarpus henkelii	
Plectranthus spp		Podocarpus latifolius	
Plumbago spp		Portulacaria afra	
Polygala spp		Prunus africana	
Primula		Prunus amygdalus	
Restio spp		Prunus cerasifera	
Salvia spp		Pterocelastrus tricuspidatus	
Scoenoplectus corymbosus		Punica granatum	
Searsia spp		Searsia chirindensis	
Sedum species		Searsia lancea	
Senecio elegans		Searsia pendulina	
Solanum africanum		Senegalia galpinii	
Stachys byzantina		Sideroxylon inerme	
Tagetes marigold		Syzygium cordatum	
Tecomaria capensis		Syzygium guineense	
Tulbachia Tulbaghia spp		Tarchonanthus camphoratus	
Ursinia spp		Tipuana tipu	
Veltheimia spp		Tristaniopsis laurina	
Viola spp - pansies		Vachellia karroo	
Watsonia spp		Vachellia sieberiana	
scabiosa africana		Vachellia xanthophloea	
		Viburnum species	
<i>Common plants</i>		Washingtonia robusta	

For the purposes of this tender, common plants refers to a broad category of vegetation that encompasses widely available recognized plant species commonly used in landscaping, gardening and horticultural projects. While the list of common plants provided below aims to provide a comprehensive selection, it is important to note, it is not the exhaustive list: