

**Tender for the Provision of
Landscape and Irrigation Maintenance services**

at the

East London Industrial Development Zone

CONTRACT NO: ES/19/LANDSCAPE/01

VOLUME A (1 of 2): TECHNICAL PROPOSAL

**Provision of
Landscape and Irrigation Maintenance services**

East London IDZ
Contact person: A Mzantsi
Email: Anathi@elidz.co.za

NOTE: DO NOT SPLIT/UN-BIND THIS DOCUMENT

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PART 1

THE TENDER

CONTRACT NO: ES/19/LANDSCAPE/01

**PROVISION OF LANDSCAPE AND
IRRIGATION MAINTENANCE SERVICES**

1.1 TENDERING PROCEDURES

1.1.1 Introduction

1.1.2 Tender Notice and Invitation to Tender

1.1.3 Tender Data

1.1.1 INTRODUCTION

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, a multi-million-rand infrastructure and bulk services development initiated by the Department of Trade and Industry (DTI) that is part of the government's micro-economic reform strategy. In 2016, the ELIDZ has been designated as a Special Economic Zone and was the first to receive an operator's permit from DTI

The East London Industrial Development Zone is located on Buffalo City's West Bank adjacent to the existing East London port and airport, and much of the Phase 1 infrastructure and bulk services required for the development have been completed.

As the East London Industrial Development Zone is now operational, tenders are hereby invited from relevant service providers for the provision of various maintenance services at the above premises for the forthcoming two years.

1.1.2 1.1.2 **TENDER NOTICE AND INVITATION TO TENDER**

The East London Industrial Development Zone SOC Ltd is the operator of the East London Industrial Development Zone (ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets.

SCOPE OF WORK

Tenders are hereby invited from suitably qualified and experienced service providers for the provision of Landscape and Irrigation Maintenance Services in the East London Industrial Development Zone, located at our facilities within the West Bank area of the Buffalo City Metropolitan Municipality.

The successful tenderer will be required to enter into a two year Contract for the provision of Landscape and Irrigation Maintenance Services with the East London Industrial Development Zone SOC (Pty) Ltd.

Tender Reference No.	Tender Description / Name	CIDB Grading	Closing Date / Time
ES/19/LANDSCAPE/01	Provision of Landscape and Irrigation Maintenance Services	5SH	09 December 2019 at 12h00

The Services include the following summarised scope of work: See paragraph 2.2 on page 23 for comprehensive scope of works

1. Carry out initial inspection and subsequent routine inspections and submit report of each carried out inspection.
2. Operation and Maintenance of the existing Horticultural Facility
3. Provide daily dedicated personell to perform landscaping services
4. Provide daily a competent site agent to supervise horticultural and landscape activities on site
5. General landscape maintenance including mowing, pruning, weeding and pest control
6. Provide specified landscape maintenance activities like fertilizing, mulching and plant replacement on instruction
7. General operation, repairs and upkeep of irrigation system and pumps
8. Monthly reporting on above for audit and payment purposes
9. Propagation and growing street trees, cutting and splits for replanting
10. Prepare and submit monthly payment valuation claims
11. Comply with occupational health and safety method statements
12. Comply with the ELIDZ Construction environmental management method statements

BRIEFING MEETING

Note: A compulsory Briefing or Site Clarification Meeting with representatives of the Employer will take place at ELIDZ Head Office, Auditorium on 22 November 2019 starting at 10h00.

BID CONDITIONS:

- ☐ Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line.
- ☐ Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided
- ☐ Tenderers should submit a Valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.
- ☐ Tenderers to provide certified copy of Company Registration Certificate
- ☐ Tenderers to provide Letter of Good Standing from Compensation Commissioner
- ☐ Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal "and "Envelope B – Financial Proposal". The financial proposal will only be opened should the technical proposal be found to be acceptable.

- ❑ Non- signed “Form of Offer” the financial proposal in “Envelope B” submission will result in the disqualification of the tender.
- ❑ Inclusion of Price Offer and/ or any other price related details in “Envelope A -Technical Proposal “will result in the disqualification of the tender.
- ❑ The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- ❑ Registration with the CIDB (Construction Industry Development Board) in the category **5SH** is compulsory for companies wishing to submit tenders
- ❑ Tenderers who are registered with the South African Landscapers Institute (SALI), applicable fields to include irrigation maintenance, commercial maintenance and horticultural landscaping, will be given preference
- ❑ Tenderers are advised that preference will be given to those companies which have local (East London) operational office in place at the time of the contract award.

EVALUATION

The evaluation will be guided by the ELIDZ procurement policy. Points will be awarded on the basis of Price and BBEE.

Score breakdown:

- ❑ 80 Points for Price
- ❑ 20 Points for BBEE

All tenders not providing compulsory responsive documentation and with functionality scoring less than 70 %, will not be considered for the next stage of tender evaluation

TENDER DOCUMENT & SUBMISSION

The tender document will be available for download on 15 November 2019 on www.elidz.co.za. It will also be available on the CIDB website www.cidb.org.za and the Daily Dispatch newspaper.

The tender must be submitted in two separate envelopes clearly marked “Envelope A -Technical Proposal “and “Envelope B – Financial Proposal” with the name/address of submitting company and the tender reference number. They must be deposited in the tender box situated at reception of the ELIDZ Admin 1 Building, Lower Chester Rd, Sunnyridge, East London.

ELIDZ will not be responsible for tenders placed in an incorrect tender box. The ELIDZ and ELIDZ representative will not be held responsible for the receipt of tenders via courier services and the like.

No late tenders will be accepted.

Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.

TENDER ENQUIRIES

Queries relating to this tender may be addressed to:

Contact person: Anathi Mzantsi

Contact No: 043 702 8200

Email: anathi@elidz.co.za

1.1.3 TENDER DATA

Project title:	Provision of Landscape and Irrigation Maintenance Services		
Contract No:	ES/19/LANDSCAPE/01		
Advertising date:	15 November 2019	Closing date:	09 December 2019
Closing time:	12h00	Validity period :	120 Days
Clause number			
	<p>The conditions of tender are the Standard Conditions of Tender as contained in of SANS 294: 2004 (Edition 1).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>		
F.1.1	The employer is the East London Industrial Development Zone SOC Ltd.		
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>VOLUME A: TECHNICAL PROPOSAL</p> <p>1. THE TENDER</p> <p>1.1 TENDERING PROCEDURES</p> <p>1.1.1 Introduction</p> <p>1.1.2 Tender Notice and Invitation to Tender</p> <p>1.1.3 Tender Data</p> <p>1.2 RETURNABLE SCHEDULES</p> <p>1.2.1 List of Returnable Documents</p> <p>1.2.2 Returnable Schedules</p>		

F.1.2 (cont.)	<p>2. THE CONTRACT</p> <p>2.1 CONTRACT DATA</p> <p>2.2 SCOPE OF WORKS</p> <p>2.3 SITE INFORMATION</p> <p>APPENDICES</p> <p>A Generic Occupational Health and Safety Specification</p> <p>B Construction Environment Management Plan</p> <p>C Guidelines to completion of Supplier Development Plan</p> <p>VOLUME B: FINANCIAL PROPOSAL</p> <p>1. THE CONTRACT</p> <p>1.1 AGREEMENT</p> <p>1.1.1 Form of Offer and Acceptance</p> <p>1.1.2 Form of Guarantee</p> <p>1.2 PRICING DATA</p> <p>1.2.1 Pricing Instructions</p> <p>1.2.2 Bills of Quantities</p>										
F.1.4	The employer's agent is:										
	<table border="1"> <tr> <td>Name:</td><td>X. Ndobeni</td></tr> <tr> <td>Address:</td><td>ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.</td></tr> <tr> <td>Tel:</td><td>043 702 8200</td></tr> <tr> <td>Fax:</td><td></td></tr> <tr> <td>E-mail:</td><td>xoliwe@elidz.co.za</td></tr> </table>	Name:	X. Ndobeni	Address:	ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.	Tel:	043 702 8200	Fax:		E-mail:	xoliwe@elidz.co.za
Name:	X. Ndobeni										
Address:	ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.										
Tel:	043 702 8200										
Fax:											
E-mail:	xoliwe@elidz.co.za										
F1.5.2	Add the following sentence: The period of six months may only be reduced should all tenders received be rejected as non-responsive.										
F.2.1.1	1. Only active CIDB registered tenderers with a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 SH class of construction work, are eligible to submit tenders										
	2. Joint Ventures (JV) are eligible to submit tenders providing that:										
	<ul style="list-style-type: none"> • Every member of the JV have the required CIDB contractor grading • A Joint Venture agreement is submitted together with the tender indicating shareholding percentage • All parties to a Joint Venture should meet bid condition requirements to be acceptable • The combined contractor grading designation, calculated in accordance with the CIDB Joint Venture Grading Designation Calculator, is equal to or higher than a contractor grading of 5 SH class of construction work; and 										
F.2.1.2 (cont.)											

	<ul style="list-style-type: none"> All parties to a Joint Venture should meet bid condition requirements to be acceptable. <p>3. In Bids where consortia/joint venture/ sub-contractors are involved, each tendering party must submit a separate proof of TCS/PIN/CSD number</p> <p>4. Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the dti in consultation with the National Treasury.</p> <p>5. In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.</p> <p>6.</p>
F.2.7	<p>The arrangements for a compulsory site visit and clarification meeting are:</p> <p>Location : ELIDZ Head Office Auditorium Lower Chester Road Sunnyridge East London</p> <p>Date : 22 November 2019</p> <p>Starting time : 10h00</p>
F2.13.2	The tender document, fully completed by hand in black ink, is to be deposited in the tender box in ELIDZ Admin 1 Building
F2.13.3	Only the original tender submission is required.
F2.13.5	The original tender offer is to be placed in two sealed envelopes , marked Volume A and Volume B, with the Tender Number and Description as well as the Tenderers Name and Address on both envelopes.
F2.13.6	A two-envelope procedure will be followed...
F2.14	The ELIDZ will disqualify any submission which is not suitably endorsed or which is not comprehensively completed.
F2.15.1	Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.
F.2.16	The tender offer validity period is 120 days.
F2.19	Access to premises will be required.
F2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line <input type="checkbox"/> Tenderer is required to provide a CSD registration certificate on older than 10 days before closing of tender <input type="checkbox"/> Tenderers should submit a valid original or certified B-BBEE verification certificate. Companies with annual turnover less than R10 million to submit an accountant or SARS

	<p>letter confirming turnover.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tenderers to provide certified copy of Company Registration Certificate <input type="checkbox"/> Tenderers to provide Letter of Good Standing from Compensation Commissioner <input type="checkbox"/> Proof of Registration with the CIDB in the category 5SH. <input type="checkbox"/> Proof of Registration with the South African Landscaping Institute (SALI) <input type="checkbox"/> All returnable documents and schedules as listed in 1.2
F3.4	Tender submissions will be opened in public immediately after the stipulated closing time and date.

F3.11	<p>The procedure of the evaluation of tenders is the two envelope system</p> <p>Tender evaluation will be carried out using the 80/20 preference point system, where:</p> <ul style="list-style-type: none"> ▪ A maximum of 80 points are allocated for financial offer. ▪ A maximum of 20 points are allocated for preference. <p>The above mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.</p>
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<p><u>Quality/Functionality Evaluation</u></p> <p>The score achieved for quality/functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):</p>			
DETAILED BREAKDOWN OF FUNCTIONALITY POINTS			
Item	Description	Scored Points	Available Points
1	Criteria 1: Location		10
1.1	If the tenderer has a registered and currently operational office within the boundaries of Buffalo City Metropolitan Municipality (Provide lease agreement and/or BCM utility bill,)		10
1.2	If the tenderer has a registered and currently operational office within the boundaries of the Eastern Cape		5
2	Criteria 2: Implementation Methodology		10
	Tenderer required to provide detailed method statements, which demonstrate the manner in which work is carried out typically on a maintenance contract of this nature and should adequately cover a minimum of five core activities (up to two point scored per activity) – which should include reference to: consideration of existing services, programme and management, quality control, regulatory compliance, commissioning etc		
	Comprehensive – Specific method statements indicating an understanding of the ELIDZ, list and explain relevant activities and shows a basic process map or project management programme that links a list of activities.		10
	Basic – Pro-forma method statements without a basic process map or programme		5
	Poor – Method statements that provide a list of activities without defining their relationship		0
3	Criteria 3: Applicant's Expertise and Resources		20
3.1	Contract Manager		

	Qualified horticulturist (Minimum National Diploma in Horticulture or relevant related qualification) with MORE than 5 years of verifiable horticultural and irrigation maintenance experience in industrial or commercial projects. (Attach CV with contactable references)		10
	Not a qualified horticulturist but has MORE than 10 years of verifiable horticultural or irrigation maintenance experience in industrial or commercial projects (Attach CV with contactable references)		5
3.2	Site Supervisor		
	Qualified Horticulturist (Minimum National Diploma in Horticulture or relevant related qualification) or Irrigation Technician with 5 years' experience in similar projects (Attach CV with contactable references)		10
	Not a qualified horticulturist but has at least 5 years' experience in similar projects (Attach CV with contactable references)		5
4	Criteria 4: Schedule of Plant and Equipment owned		10
4.1	Two (2) points can be scored (to a maximum of 10 points) for various categories of relevant plant and equipment available at short notice to perform Landscape and Irrigation maintenance (e.g. mowers, pruning saws, trimmers, leaf blower machines, brush cutters, etc) - Attach proof of ownership and/or long term lease agreement (An audited list of assets can be provided as proof of ownership)		10
5	Criteria 5: Relevant Experience		30
5.1	Operating and Maintaining Nursery: Current experience in operating and maintenance of a nursery (Three referees to complete Annexure P06-1 to score a maximum 15 points)		15
5.2	Similar landscape maintenance projects 5 points can be scored for each confirmed similar project in progress or carried out in the past 5 years (Three referees to complete Annexure P06-1 to score a maximum 15 points)		15
6	Criteria 6: Technical Merit		10
6.1	Registration of tendering company or principal member or permanent employee with the South African Landscapers Institute (SALI), applicable fields to include irrigation maintenance, commercial maintenance and horticultural landscaping		
7	Criteria 7: Health and Safety		10
7.1	If tenderer has a relevantly experienced permanent OHS Officer (CV required)		5
7.2	If tenderer has a standard OHS methodology file/method statement applicable to this type of work		5
	TOTAL EVALUATION SCORE FOR FUNCTIONALITY		100
	PERCENTAGE EVALUATION SCORE FOR FUNCTIONALITY		100%
Tender offers scoring less than 70 points out of 100 points for quality/functionality will be regarded as non-responsive and not considered further.			
<u>Financial Offer Evaluation</u>			

	<p>The score achieved for financial offer will be determined using formula 2 (option 1) as follows:</p> $\text{Points awarded} = 80 \left[1 - \frac{P - P_m}{P_m} \right]$ <p>Where P = the comparative offer of the tender offer under consideration P_m = the comparative offer of the lowest responsive tender</p>
	<p><u>Preference Evaluation Criteria</u></p> <p>A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives. BBBEE points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. No points will be awarded for achieving BBBEE objectives if the total percentage scored for BBBEE is less than 30%.</p> <p>All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate.</p> <p>The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.</p> <p>Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.</p> <p>ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).</p>
F3.13.1	<p>Tender offers will only be considered if:</p> <ol style="list-style-type: none"> the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and the tenderer has : <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement, 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, e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest. All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document.
F.3.18	<p>The number of paper copies of the signed contract to be provided by the employer is 1 (one).</p>

PART 2

THE CONTRACT

CONTRACT NO: ES/19/LANDSCAPE/01

**PROVISION OF LANDSCAPE AND
IRRIGATION MAINTENANCE SERVICES**

2.1 CONTRACT DATA

2.1.1 Contract Data

2.1.1 CONTRACT DATA FOR

Project title:	PROVISION OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Contract No:	CONTRACT NO: ES/19/LANDSCAPE/01

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	<p>The General Conditions of Contract for Construction Works (2010) [hereinafter referred to as GCC 2010], published by the South African Institution of Civil Engineering, is applicable to this Contract.</p> <p>Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.</p>
	CONTRACT SPECIFIC DATA
	The following contract specific data; amendments; additions; or omissions are applicable to this Contract.

CLAUSES	Compulsory Data
1.1.14	The name of the "Employer" is East London Industrial Development Zone SOC Ltd.
1.2.2	<p>The address of the Employer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8200</p>

East London IDZ
Provision Of Landscape And Irrigation Maintenance Services



1.1.15

The name of the Engineer is:Xoliwe Ndobeni.

1.1.1.16	<p>The address of the Engineer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge Buffalo City (East London) 5201</p> <p>Postal Address:</p> <p>P.O. Box 5458 Greenfields 5208</p> <p>Telephone: 043 – 702 8200</p>
5.8.1	The special non-working days are statutory public holidays.
5.8.1	The year-end break will be as stipulated by South African Federation of Civil Engineering Contractors (SAFCEC).
Appendix 3	The time to deliver the Deed of Guarantee is 21 days. The liability of the Guarantee shall be for 5 % of the Tender Sum.
1.3.5	<p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>
1.3.6	<p>Add the following as 1.3.6:</p> <p>The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>

1.3.7	<p>Add the following as 1.3.7</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>
1.3.8	<p>Add the following as 1.3.8:</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>
4.6.1	<p>Replace with the following:</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>
5.3.1	<p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p>
5.4.1	<p>Replace the word “On the Commencement date” with the words “Within 14 days of the Contractor submitting to the Engineer an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”</p>
5.6.1	<p>The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.</p>
5.9.1	<p>Amend as follows:</p> <p>“On the date that the Contractor is given access to and possession of the site, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p>
7.6.4	<p>Replace the words “within a reasonable time” with the words “within the period stipulated by the Engineer in such order...”</p>

7.9.1	<p>Add the following at the end of this clause:</p> <p>Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
8.6.1.1	The Contractor shall only be required to insure the Works in so far as this comprises new construction. He shall however be required to insure whatever plant, vehicles, tools, equipment and materials are utilised in the execution of his maintenance activities.
8.6.1.1.2	The Employer will not supply any materials.
8.6.1.1.3	The insurance is not required to cover professional fees.
8.6.1.3	<p>Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include:</p> <ul style="list-style-type: none"> ▪ Spread of fire ▪ Damage to underground services ▪ Surrounding property
6.5.1	The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.
5.7.2	<p>Add the following to the end of the second paragraph:</p> <p>“which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, now or in the future, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole”</p>
5.5.1	The contract period for the Works is two years.
5.13	Not applicable
6.8.2	Contract Price will be adjusted annually as per the escalation rates declared in the priced bill of quantities year on year
10.1.3.6	Delete

6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amount due to the Contractor is 0 %. The limit of retention money is R Nil
6.10.3	This clause shall be deleted in its entirety.
6.11	This clause shall be deleted in its entirety.
7.8.1	The Defects Liability Period is 12 months.
9.3.3	<p>Add the following at the end</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.</p>
10.4.2	Dispute resolution shall be by means of mediation.
10.7	Disputes are to be referred for final settlement to litigation.
11.0	<p>Add the following new Clause 11.0 : Amendments to be in writing</p> <p>“No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.”</p>

Contract no: **CONTRACT NO: ES/19/LANDSCAPE/01**

	PART 2: DATA PROVIDED BY THE CONTRACTOR
1.8	<p>The name of the Contractor is</p> <p>.....</p> <p>(insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p>
1.2.2	<p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Email address: Telephone:</p>

2.2	SCOPE OF WORK	
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2.2.13	Health and Safety Requirements	
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2.2 **SCOPE OF WORK**

2.2.1 **DESCRIPTION OF THE WORKS**

2.2.1.1 **Employer's Objectives**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully operational and able to perform the function for which they were intended.

Accordingly, the ELIDZ has a need to enter into contracts with suitable service providers who are able to carry out the various inspections, maintenance activities and repairs which are necessary to support these objectives.

2.2.1.2 **Overview of the Works**

The maintenance services comprise both scheduled and unscheduled items as set out below:

Scheduled work

a) **Staffing and Equipment**

Provide the following staff and equipment permanently on site during normal working hours to undertake various ongoing maintenance tasks as set out below and as directed by the Engineer/Client's representative.

- 1 x supervisor
- 16 x gardeners sufficiently qualified to undertake the general maintenance of the planted and lawn areas
- 6 x operators for lawn mowing and maintenance
- 4 x suitable lawn mowers
- 2 x weed eaters with nylon and solid blade attachments
- 1 x drop side 1 ton LDV or equivalent
- Relevant PPE to be provided to all staff members, according to tasks been undertaken.
- Loose Tools: (sufficient to undertake monthly maintenance tasks) forks, spades, rakes, brooms, hedge shears, wheel barrows, pruning shears, etc.

The crew and equipment will be utilized to perform scheduled maintenance activities and minor works on site and under the direction of the engineer.

The contractor is to price for all related costs in the provision of the staff, equipment and the vehicle. It is anticipated that the vehicle will not exceed 100 kms per day on average. An extra-over rate is included in the Bill for mileage in excess of 2000 kms per month and for overtime should this be required and duly authorized by the engineer.

b) **Site Inspections and Reporting**

Site inspections are to be carried out daily by the Contractor's Supervisor and the Engineer/Client's representative.

Reports are to be submitted with invoices on a monthly basis reflecting, amongst other, works completed and planned, delays and problems, condition reports, and labour statistics

c) **Planted Areas**

Different bed cleaning methods can be used to achieve an end result common to all beds, namely that the beds conform to a standard of neatness, cleanliness and have a pleasing appearance.

- i. General Pruning/shaping of shrubs and ground covers, in planted areas:
 - o Shrubs in planting areas shall be pruned to acceptable horticultural practice.
- ii. Back trimming during winter (June, July and August) of various planted areas as agreed with Engineer/Clients Representative:
 - o Where required, thin out existing planting and use to replace bare areas, to match existing adjacent planting
- iii. Harvesting, splitting & replanting of bulbous plant species like Agapanthus, etc. to take place during June, July and August. Harvested plants to be bagged and delivery to the ELIDZ Horticulture facility for safe keeping and maintenance
- iv. Tilling and Weeding
 - o Tilling shall take place to ensure positive growth in planted areas.
 - o Removal of weeds by means of hand or mechanical equipment, or other similar approved method
 - o Care will be taken to avoid damage to plants and plant roots during the tilling and weeding process.
 - o Any material that is brought to the surface during the tilling process exceeding 100mm in any direction is to be removed by the Contractor.
 - o Natural mulch layers shall be encouraged as part of sound horticultural practices.
 - o The existing bark chip mulch layer shall be maintained at all times with regular topping up as and when required.
- v. Pruning of Hedges and Shrubs
 - o The Contractor will identify what plants require pruning and determine when this is to be done to the best advantage of the plant, not only to achieve current aesthetic appeal, but also to realize the long term growth potential, development and ultimate shape of the plant.
 - o General pruning is to be carried out throughout the year.
 - o Once a year the Contractor is to carry out selective thinning and pruning throughout the site. This operation is to be undertaken in July to September.
 - o All rubbish generated during pruning is to be removed from site, immediately after pruning or alternatively used to create the onsite compost heap.
- vi. Fertilizers
 - o All planting beds are to be fertilized with 2:3:2 at a rate of 30g per m2 in September and March.
 - o Following fertilizing, all areas are to be well watered.
- vii. Tree Care
 - o Tree stakes shall be checked weekly, firmed into the soil and retied where necessary.
 - o Tree bowls shall be maintained to a uniform standard, either circular or square.
 - o Where the grass grows to the tree, tree guards shall be used to prevent ring barking.
 - o Tree felling and tree surgery are not part of the normal maintenance specifications.
 - o Tree fertilization shall be 30g/m2 under the tree drip line in September and March.
- viii. Feature plant beds
 - o Feature planters are to be checked daily and any inconsistent growth, pests, diseases and overwatering.
 - o Planters are to be cleaned and wiped down weekly, or as and when required to ensure tidiness and a “polished” finish at all times

- All feature plants are to be replaced if and when necessary, provided prior approval has been issued by the Client. All feature pots are to have healthy matching plants in at all times.

d) Hard Surfaces

- i. The Contractor's involvement pertaining to hard surfaces shall be to keep the hard surface areas free of weeds and litter.
- ii. All paved / concrete gutters are to be swept/ blown clean and free from litter at all times.
- iii. All common roadways, walkways and paths will be maintained and kept in a presentable state at all times.

e) Lawns

- i. Mowing and trimming are two tasks that must be completed together at all times so that both mowed and trimmed areas are as far as practically possible of uniform length.
- ii. All lawn areas in the general garden areas are to be kept to a height of 50mm. Lawn areas are to be mowed with the frequency as dictated by growth patterns. (weekly in summer, fortnightly in winter)
- iii. After cutting all areas, the lawns are to be swept clear of clippings resulting from the cutting process.
- iv. All grass cuttings are to be utilized as green mulch to garden areas.
- v. All areas where lawn abuts onto kerbs or footpaths are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath. No encroachment is to be allowed
- vi. Edging
Grass areas are to be carefully edged weekly or as indicated in the schedule. The original line of planting beds is to be maintained.
- vii. De-thatching
De-thatching will be carried out using normal lawn mowers by setting the blades low. This shall be carried out in August. Areas to be identified by ELIDZ
- viii. Fertilizers
Lawn shall be fertilized using 5:1:5 at a rate of 30g/m² in September and March. All the above applications are to be followed by thorough watering.
- ix. Weed Control
The Contractor will determine the most effective method of weed eradication and remove such weeds. The Contractor will ensure that when choosing chemical herbicides, that no long term soil imbalance is created as a result of the indiscriminate use of such herbicides.
All areas of lawn shall be regularly hand weeded on an ongoing basis and be treated with herbicides should it be required.
Herbicides shall be applied in accordance with manufacturer's instructions and be carried out by a suitably qualified person.

f) Veldgrass and Open Areas

- i. The veldgrass and open park areas of the site are to be maintained to a neat and uniform length and standard four (4) times a year. This area will be cut as per the SLA period. Area shall be cut with brush cutters and slashers.

g) Perimeter Fencing

- i. Trees, shrubs and grasses are to be cut back and maintained so as to not come into contact with the property's perimeter and electric fences.
- ii. High level pruning to be undertaken annually for any trees that may obscure the property's security cameras' clear line of site.

h) Garden Rubbish Removal

- i. The Contractor shall be responsible for the removal of rubbish accumulated during the maintenance process on a daily basis or as and when deemed necessary.

- ii. Garden rubbish shall be removed when the Contractor renders the garden service and is not to be placed within the Tenant's refuse area.
 - iii. All compostable material is to be retained at the ELIDZ Horticulture site, and sorted into the compost heap as and when possible to promote a self-sustainable compost source on site for future works.
- i) Pests and Diseases
 - i. The control of pests applies to outdoor areas only on lawns, in beds, on trees, shrubs and other foliage. Pests are identified as insects that may invade plant material such as worms, ants, crickets, bugs and locusts.
 - ii. The Contractor is to constantly monitor for pests/diseases throughout the garden and is to be treated accordingly.
- j) Irrigation and Watering
 - i. Hand Watering
Hand watering, where required, shall be carried out using a drag line and turf valve system during our service cycle.
All pots, planters and features shall be hand watered weekly using a drag line fitted with the appropriate rose so as to avoid any damage or erosion to these areas.
 - ii. Irrigation System
The Contractors maintenance responsibility shall rest with the manual operation of the irrigation stations and the maintenance of pipe work, nozzles and heads.
The maintenance Contractor shall conduct a quarterly condition report of the irrigation system and this report shall be forwarded to the relevant parties for the appropriate action to be taken.
The maintenance Contractor shall not be held financially responsible for the metered electrical supply or the maintenance of pumps, tanks, boreholes, or other centralized equipment unless damaged by the Contractor.
- k) Horticultural Facility
The Contractor will be required to:
 - i. Take possession of the ELIDZ Horticultural Facility, do a complete maintenance inspection and report, including initial take-on readings to water and electricity meters.
 - ii. Cleaning and maintaining the existing nursery facilities, buildings and hardstands in order to return the facility in the condition it was received – fair wear and tear excluded.
 - iii. Operate the facility on behalf of the ELIDZ. Propagate, plant, harvest, secure, record etc as per the Clients Representative ("Key Person") instruction and in accordance with the requirements of the ELIDZ long term landscape master plan.
 - iv. The contractor will be expected to use the facility as a base for storing plant and equipment required for the provision of maintenance related activities,
 - v. The contractor will not be permitted to utilize the facility for any business other than that required by the ELIDZ.
- l) Top dressing
A provisional sum has been included for Top Dressing. Material for top dressing shall be equal quantities of well-rotted organic matter and topsoil. Grass shall first be mowed and all cuttings removed before top dressing is applied. Top dressing shall be applied in layers not more than 20mm thick and shall be tidied up with a drag mat and rakes and finally tested for levelness with a straightedge. No hump or hollows shall be apparent when testing. If necessary fertilizers shall be added to the top dressing and mixed in before application

Unscheduled works (Provisional Sums)

- PS1 A provisional sum has been included to allow the Contractor to purchase consumables such as oils, soaps, chemicals, and assorted cleaning materials and equipment. The

purchase shall only take place if ordered by the Engineer, and the Contractor shall take delivery of and store the material, and deliver any unused material to the ELIDZ on completion of the contract.

- PS2 Allow for repair of damaged/vandalised landscaped areas and irrigation equipment as authorised by the engineer
- PS3 A provisional sum has been included to allow for possible repair/replacement of irrigation pumps and related equipment as authorised by the engineer
- PS4 A provisional sum has been included to allow for possible repairs, maintenance, and upgrades to the Rainbird IQ automated irrigation system - including the weather station as authorised by the engineer
- PS5 A provisional sum has been included to allow for possible repair/refurbishment to Nursery and related buildings and hardstands as authorised by the engineer
- PS6 A provisional sum has been included to allow for Compost to be sourced, delivered and spread @ 0.015m³/m² as authorised by the engineer
- "Compost must be properly decomposed organic material, free from deleterious salts, waste products and impurities and with a pH-value between 4 and 7.
Used as an additive to the soil shall be from an approved source and the CONTRACTOR shall notify the engineer to the type, origin, supplier and a sample for final approval, in writing, PRIOR TO carting it to the site.
Should be moderately moist but not waterlogged, and of moderate to fine texture. Spent mushroom compost may be used as a mulch or as a topsoil additive at the discretion of the LA.
SHOULD NOT be worked into the soil, but left as an additional mulch layer where placed."
- PS7 A provisional sum has been included to allow for Mulch to be sourced, delivered and spread @ 1m³/7m² as authorised by the engineer
- "Mulch to be shredded selected wood or bark chips varying in size from 25mm to 50mm in length, from coniferous trees or other approved source.
The LANDSCAPE CONTRACTOR to ensure soil improvement and settlement has been corrected prior to mulching.
- PS8 A provisional sum has been included to provide the following for daily/monthly permanent on site management as authorised by the engineer

2.2.1.3 **Extent of the Works**

The maintenance services as defined above are required in all areas in Zones 1A, 1B, 1C and 1D, of the ELIDZ as well as Estate buildings utilised by the ELIDZ.

Should the need arise the maintenance services may be extended to include one or more portions of new works undertaken on behalf of the ELIDZ. This additional work shall be undertaken at billed rates wherever possible.

The following areas are included in the tender below - the breakdown is an indication on the different types of planting and the areas will be pointed out at the site visit and re-measured prior to certifying payments)		
--	--	--

CCA Entrance (8795 hydroseeded; lawn and 8795 shrub planting)	26 385	m ²
ELIDZ Administration (440 lawn and 658 shrub planting)	1 098	m ²
1C Parking (5656 hydroseeded; 1886 lawn and 11313 shrubs)	18 855	m ²
Transport Hub (8073 hydroseed; 8073 lawn and 10764 shrubs)	26 910	m ²
Automotive Supply Park (Lawn 54 805m ² ; Gardens 23 600m ²)	78405	m ²
Vehicle Storage Yard (Phase 4) (Planting 4437m ² ; Lawn 2335m ² ; Dump rock 784m ²)	6772	m ²
Head Office (Planting 4120 m ² , lawn 3260m ²)	7380	m ²
Mariculture (Planting 1150 m ² , veld grass 3800 m ²)	4950	m ²
Container Yard Store (Lawn 1500m ² planting 500 m ²)	2000	m ²
Call Centre / office complex (Lawn 8400 m ² Planting 5500 m ²)	13900	m ²
ASP CW1 (planting 3788 m ² , lawn 2950 m ²)	6738	m ²
ASP Platforms C and D	23 620	m ²
Nampak, Fire booster station	658	m ²
	217 671	m²
Yekani Z1B		

Additional areas that may be added to the maintenance tender during the course of the contract:

Although the Bills of Quantities contain a quantity for each item of work, these are included only to ensure realistic pricing and for budget purposes.

The quantities shall not be interpreted as indicating the overall scope of work to be undertaken under the contract, and the Project Manager, on behalf of the Employer shall instruct the Contractor as to the actual extent of work to be carried out under each billed item.

2.2.1.4 Location of the Works

Zone 1 of the East London Industrial Development Zone is located within Buffalo City on the western side of the Buffalo River, between the East London port and airport..

The actual location of each sub-zone is shown on the locality plan included with the drawings and more fully described in the following table :

SUB-ZONE	DESCRIPTION OF LOCATION
Zone 1A	Situated south-west of Sunnyside, between the Harbour Arterial Road and Prince George Circuit, and accessed from the traffic circle at the lower end of the new Chester Road.
Zone 1B	Situated west of Sunnyside, on the northern side of the Harbour Arterial Road and to the east of the Breezyvale Distributor Road, with access off the Breezyvale Distributor Road slightly north of the traffic circle at the western end of the Harbour Arterial Road.
Zone 1C	Situated south-west of Sunnyside, on the northern side of the Harbour Arterial Road, with access off the Harbour Arterial, opposite the IDZ

	Transportation Building.
Zone 1D	Situated between Sunnyridge and the airport, on the south of Settlers Way, and accessed from Millard road.

2.2.1.5 **Temporary Works**

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

2.2.2 **DRAWINGS**

2.1.2.1 **Drawings Issued At Award Stage to successful tenderer**

Landscape layout plan of the following:

1. CCA Entrance landscape layout & irrigation plan
2. Elidz Administration landscape layout & irrigation plan
3. 1C Parking landscape layout & irrigation plan
4. Transport Hub landscape layout & irrigation plan
5. Automotive Supply Park landscape layout & irrigation plan
6. Vehicle Storage yard landscape layout & irrigation plan
7. Call Centre
8. Container yard store
9. Head Office

2.2.3 **PROCUREMENT**

2.1.3.1 **Preferential Procurement Procedures**

The ELIDZ Procurement Handbook is included in envelope “A” of the tender submission and must be completed in full

2.1.3.2 **Subcontracting**

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract any part of the contract without the prior written consent of the Employer. Accordingly, the Contractor shall submit his list of proposed subcontractors to the Employer or his representative for approval, prior to commencement of any activities on site.

If feasible to subcontract for a contract above 30 million, ELIDZ will apply subcontracting to advance designated groups.

The successful tenderer must subcontract a minimum of 30% of the value of the contract to :

- An EME or QSE;
- And EME or QSE which is at least 51% owned by black people
- And EME or QSE which is at least 51% owned by black people who are youth;
- And EME or QSE which is at least 51% owned by black people who are women;
- And EME or QSE which is at least 51% owned by black people with disabilities
- And EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas of township
- A cooperative which is at least 51% owned by black people;
- And EME or QSE which is at least 51% owned by black people who are military veterans.

2.2.4 MAINTENANCE WORKS

2.2.4.1 Works Specifications

The following SABS 1200 Standard Specifications are applicable to this contract:

<u>Number</u>	<u>Year</u>	<u>Title</u>
SABS 1200 AA	1986	General (small works)
SABS 1200 C	1980	Site clearance
SABS 1200 DA	1988	Earthworks (small works)
SABS 1200 DB	1989	Earthworks (pipe trenches)
SABS 1200 DK	1996	Gabions and pitching
SABS 1200 DM	1981	Earthworks (roads, subgrade
SABS 1200 GA	1982	Concrete (small works)
SABS 1200 LB	1983	Bedding (pipes)
SABS 1200 LC	1981	Cable ducts
SABS 1200 LE	1982	Stormwater Drainage
SABS 1200 M	1996	Roads (general)
SABS 1200 MJ	1984	Segmented paving
SABS 1200 MK	1983	Kerbing and channelling
SABS 1200 MM	1984	Ancillary roadworks

These specifications have not been issued as part of the tender documentation.

The term “project specification” appearing in any of the SABS 1200 Standard Specifications must be replaced with the term “Scope of Work”.

The Particular Specifications applicable to this contract are:

ELIDZ Occupational Health and Safety Specification
ELIDZ Construction Environment Management Plan

These specifications are bound in with the tender documentation.

2.2.5 Plant and Materials

The Employer will not be providing any plant or supplying any materials for use by the Contractor in executing the works. The Contractor shall provide all plant and materials of whatever nature necessary to enable him to undertake the works as specified.

The Contractor shall provide all necessary samples and copies of the relevant test results required to prove compliance with the specifications, prior to utilisation of any material within the works.

2.2.6 Equipment

The provision of all tools and equipment of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

2.2.7 Existing Services

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the contract and will be required to determine the position of all other known services which may be affected by his work, by consultation with the Employer or his representative.

The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these services. Should his operations result in any damage to existing services, he shall immediately notify the Employer or his representative who will inspect the damage and determine what further action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

2.2.8 **Site establishment**

a) **Facilities provided by the Employer**

The ELIDZ will provide, free of charge, the Horticultural Facility. It will be the responsibility of the contractor to operate and maintain this facility on behalf of and to the satisfaction of the ELIDZ for the duration of the contract.

Utility costs, water and electricity, will be for the account of the Contractor.

The Employer is not able to assist with telecommunication facilities and the Contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require

Reticulated potable water exists within each zone of the IDZ. Should the Contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Contractor shall agree the details of both the position and the size of connection required with the Employer or his representative, and shall be responsible for the cost of the connection, the cost of water used, and the cost of removal and reinstatement on completion.

All zones of the IDZ are fully reticulated with electricity. Should the Contractor require an electrical connection to carry out any aspect of his work then he shall discuss his requirements with the Employer or his representative who will arrange for a supply with the necessary capacity at a suitable position. The Contractor shall be responsible for the cost of the connection, the cost of electricity used, and the cost of removal and reinstatement on completion.

b) **Facilities provided by the Contractor**

Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location, cost, and extent of such facilities shall require prior approval of the Employer or his representative.

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Employer or his representative or their staff.

c) **Notice Boards**

A notice board is not required, nor will the Contractor be permitted to erect his own advertising board.

2.2.9 **Site Usage**

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

2.2.10 Permits and Way Leaves

Permits and way leaves are not required for horticultural work on the IDZ, but accurate records must be kept of all work done

2.2.11 Alterations, Additions, and Extensions to Existing Works

Wherever the Contractor is required to carry out new construction to lines and levels based on or tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Employer or his representative and request clarification prior to proceeding with the new construction.

2.2.12 Management of the Works

a) Planning and Programming

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Employer or his representative a Maintenance Plan that provides full details of the sequence and timing of the scheduled inspections and maintenance activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Employer or his representative.

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled maintenance items and unscheduled additional work items as requested by the Employer or his representative, and shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer or his representative.

b) Sequence of the Works

The sequence of work shall be carried out strictly in accordance with the maintenance plan and monthly schedule as detailed above.

c) Methods and Procedures

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Employer or his representative for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

d) **Quality Control**

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognised at all times while on site.

The Contractor shall provide whatever samples of materials are required for approval prior to commencement, and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

e) **Environment**

Environmental considerations applicable to this project are detailed in the ELIDZ Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

f) **Accommodation of Traffic**

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

g) **Other Contractors**

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors, and shall be notified of specific requirements by the Employer or his representative.

h) **Testing, Completion, Commissioning**

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion, and shall immediately thereafter be made available for use by the ELIDZ or the relevant tenant.

i) **Communications**

All communication of whatever nature shall be through the Project Manager or the ELIDZ Project Manager. All communication will be confirmed in writing within seven days, preferably via email, with supporting documentation, reports and or photos

j) **Key Personnel**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer or his representative detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Contractor shall be required to provide personnel with equivalent or better qualifications and experience.

k) **Management Meetings**

The Contractor shall be required to attend a monthly meeting and inspection of work done and in progress during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues. Contractor shall submit a written report at the meeting for review and comment

l) **Payments**

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Employer or his representative together with the initial payment claim. Monthly claims will be valued by the Project Manager and submitted to employer for payment within 30 days of receiving a corresponding original VAT invoice and statement

m) **Records**

The Contractor shall be required to provide a detailed report at the end of every month on a word document in both hard and electronic format. The monthly report shall be in a format to be agreed with the Employer and the Project Manager and shall contain the following:

- Results of all routine inspections carried out.
- A record of the routine maintenance activities undertaken.
- Details of of repair work done
- Proof of additional/specialist work completed
- A monthly record of resources (both personnel and equipment) utilised on site.
- Incident report and actions taken
- Compliance to OHS and CEMP documents

The report shall be submitted within seven days of the end of each month, and no payment will be made to the Contractor until the report has been received.

n) **Payment Certificates**

After an audit has been carried out by the Project Manager, a payment Certificate shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer or his representative. The procedure for preparation of Payment Certificates shall be as follows:

- The actual quantity for each item shall be agreed with the Engineer based on the cumulative total of the previous monthly quantity and the additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Engineer shall check the claim and certify the amount to be paid.
- The Contractor shall provide a VAT invoice to the Engineer for the certified amount.
- The Engineer shall submit the claim, the VAT invoice and the payment certificate to the Employer.

o) **Permits**

The Contractor is required to obtain identity tags and access cards issued free of charge by the ELIDZ for all his staff that enter the site. He shall make prior

arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed.

p) Proof of Compliance with the Law

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to:

- Valid proof of registration with the Compensation Commissioner.
- Proof of registration for income tax and VAT.
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

2.2.13 Health and Safety Requirements and Procedures

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan within 21 days of appointment for comment and approval. All necessary documentation shall be prepared and submitted for comment and approval prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification. (Appendix A)

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety within 21 days of appointment for comment and approval.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

2.2.14 Environmental Management Plan (EMP) Requirements and Procedures

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

2.3 SITE INFORMATION

2.3.1 Existing Services

2.3.2 Existing Buildings

2.3.3 Environmental Restrictions

2.3 SITE INFORMATION

2.3.1 EXISTING SERVICES

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the Employer or his representative.

2.3.2 EXISTING BUILDINGS

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Employer or his representative, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

2.3.3 ENVIRONMENTAL RESTRICTIONS

Certain areas within the ELIDZ have been designated as “Environmentally sensitive areas”. Drawings indicating the location and extent of these areas can be obtained by request. Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the Employer or his representative.

APPENDICES

APPENDIX A

ELIDZ OHS Regulations

APPENDIX B

ELIDZ CEMP

APPENDIX C

ELIDZ GUIDELINES FOR COMPLETION OF SUPPLIER DEVELOPMENT BID DOCUMENT