



**Ambasáid na hÉireann**  
Embassy of Ireland

**REQUEST FOR TENDERS FOR  
LANDSCAPING AND GARDENING SERVICES FOR THE EMBASSY  
OF IRELAND RESIDENCE IN SOUTH AFRICA, PRETORIA.**

**DEADLINE FOR RETURN OF TENDERS**  
**5PM FEBRUARY 3<sup>rd</sup> 2022**

**Tendering Method**

The tender and all associated attachments should be submitted for the attention of Procurement at [PRETORIAEMProcurement@dfa.ie](mailto:PRETORIAEMProcurement@dfa.ie) by 5pm 3rd February 2022.

The tender should be titled “**Landscaping and Gardening Services – Embassy of Ireland Residence, Pretoria**” and shall clearly indicate contact person, address, phone number and email for any potential communication.

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## SECTION 1: STATEMENT OF REQUIREMENTS

### 1.1 Introduction and background

The Embassy of Ireland, Pretoria, 570 Fehrsen street, Brooklyn bridge office park Street, requires the services of a suitably qualified Landscaping and Gardening Services company to maintain the attached grounds at 381 Bramley street, Waterkloof, which are listed as the Residence of the Embassy of Ireland in Pretoria.

### 1.2 Summary of requirements

The Embassy seeks to procure services of a Landscaping and Gardening Services company to provide a comprehensive ground Maintenance Service to maintain outdoor areas, ensuring that they present no hazard for public or private use, that they are causing no structural damage to surfaces or external masonry, and that they remain neat and presentable and the upkeep and maintenance of the garden which includes the following:

- **Daily maintenance:** The work will involve all ground maintenance services including grass-cutting, hedge trimming, preparation and planting of flower/shrub beds, weeding, watering, feeding of plant beds, removal of old flowers/shrubs, pruning, application of weed killer, fertilizing, soil and compost replacement, and garden waste disposal.
- **Pond maintenance and Pool maintenance**
- **Seasonal maintenance** which includes seasonal preparations for lawn: apply fertiliser & lawn dressing; and Seasonal preparations for plant beds: planting new plants, fertiliser and compost.
- **Pot plants maintenance** will include but is not limited to Maintenance of pot plants; Watering, fertilising and general arrangement; Potting soil to be replaced bi-annually; and Planting of new pot plants as and when required.
- **Ad hoc services** Replacement of sprinkler valves, valve boxes and conduit spares when necessary, Replacement of pond pump and filters, Lawn replanting as and when required; and Cutting dead and obstructive trees deemed hazardous/ risk in their growth – to be done in consultation with The Embassy and Replacement of pool pumps and other accessories

A list of detailed specific requirements is attached at Appendix I. Tenderers are required to submit a full service and equipment proposal setting out how they propose to meet the specific requirements as set out.

The service provider will be required to be on site for five days a week (Monday to Friday) for the provision of this service with a minimum of two ground maintenance personnel. This may be subject to change dependent on seasonal changes and the Embassy's business needs. The personnel must be deployed at the residence from 07h30 to 16h00.

Tenderers should note that the premises are subject to change, and that the Embassy's requirements may, therefore, be subject to modification during the lifetime of the contract. Tenderers should also note that the Embassy reserves the right to reduce the requirements during the lifetime of the contract. The selected service provider will be required to cooperate with the Embassy in adjusting services should these situations arise.

The services are required at 381 Bramley Street, Waterkloof. The total area of the attached grounds is approximately 3000m<sup>2</sup>.

### 1.3 Contract duration

It is envisaged that the contract will run for an initial term of 12 months. The Embassy reserves the right to extend the term for a further 12 months, with a maximum of two such extensions subject to satisfactory performance and the Embassy's needs. The maximum contract duration therefore will be three years.

The total value of the contract (across three years) must include the cost of materials, as outlined in Appendix I.

### 1.4 Site inspection

It is recommended that tenderers carry out site surveys/inspections in order to help them prepare their service and financial proposals. Tenderers may visit the Residence and view the attached grounds to be maintained by **pre-arrangement before 25<sup>th</sup> January 2022**. A member of the Embassy's staff will meet tenderers at pre-arranged dates/times for this purpose. To arrange a site visit appointment please contact Belindah Maboane , [Belindah.Maboane@dfa.ie](mailto:Belindah.Maboane@dfa.ie)

### 1.5 Tender Submission Details

Tenders must be submitted via electronic copy to [PRETORIAEMProcurement@dfa.ie](mailto:PRETORIAEMProcurement@dfa.ie) no later than **5 pm on 3<sup>rd</sup> February 2022**. Submissions must comprise of the following:

1. Technical/Work Proposal
2. Pricing Schedule (Appendix II)
3. Certification (as outlined in Section 2, Qualification Criteria)

All attachments must be submitted in PDF file. Should files be too big to send, the Embassy should be alerted and a *Sharefile* link will be provided. Links to tender documents via WeTransfer, Dropbox, or other cloud platforms will not be accepted. **Sending your submission by use of more than one email is permitted, so long as each is identified appropriately in the subject header.**

All requests for clarifications may be submitted until **12pm on 28<sup>th</sup> January 2022** to: **[PRETORIAEMProcurement@dfa.ie](mailto:PRETORIAEMProcurement@dfa.ie)**

Bidders are asked to provide as much detail as possible with regard to the Contract Award Criteria, outlined in Section 3, in particular. This should be presented in the Technical/Work proposal submitted.

## **SECTION 2: STANDARDS REQUIRED FOR THE SERVICES**

- 2.1 The selected contractor must actively manage and supervise their staff in close consultation with the Residence Manager of the Embassy. All services are to be provided to the specified standards. Correct and accurate monthly invoices are to be submitted to the Embassy, giving a clear breakdown of services provided. Tenderers will also be required to provide a police certificate for the staff working at the premises. Performance will be subject to periodic reviews to be carried out quarterly or as agreed with the Administration.
- 2.2 All services must be provided/carried out at times suitable to the Embassy's hours of business and under the management and direction of the Administration section.
- 2.3 Where there is unsatisfactory service, providers will be asked to take the necessary steps to ensure that problems are promptly rectified and do not recur. In the event of repeated failures, a written warning will be issued and should this fail to rectify the situation the Embassy reserves the right to terminate the contract with immediate effect, and without any further payment. In addition, the Embassy will reserve the right to withhold payment of all or part of a particular invoice in the event of non-performance of any particular service.
- 2.4 The selected contractor must be compliant with all relevant employment and health and safety legislation, and must hold relevant insurance covering liability for the operation of the contract and all workers (temporary or permanent) who will carry out work on the property, and certified to be compliant with their obligations in relation to Social Security.
- 2.5 The selected contractor will be required to operate an environmental policy which aims to minimize the impact of their services, materials and processes on the environment and in line with best practice in relation to sustainability. In particular, the contractor must be compliant with all relevant environmental, waste management and hazardous products regulations and must seek to minimize the usage of chemicals and materials that are damaging to the environment, using environmentally-friendly products in so far as possible.
- 2.6 The Contractor must provide all machines, tools, implements and equipment required for the execution of the Services and shall keep the same in good order and condition, properly set and suitable for the operations to be performed and to the satisfaction of the Embassy.
- 2.7 Staff Uniform and Personal Protective Equipment (PPE) - The bidder must ensure adequate provision of PPE that is compliant to all regulatory requirements of the cleaning service. All personnel should wear acceptable contractor's uniform i.e. the contractor's personnel outlook should befit that of a corporate environment in terms of aesthetics. The bidder should ensure that employees are easily identified by providing name tags depicting company logo and name for their staff members i.e. company branded name tags.

### SECTION 3: QUALIFICATION CRITERIA

3.1 Tenderers will be required to demonstrate that they are capable of providing (the relevant) services to the Embassy. They must therefore demonstrate that:

- Evidence that the company is an established Landscaping and Gardening service provider with experience in delivering grounds maintenance services to clients of a similar nature and scale to those of the Embassy coupled with a minimum of 5 years' experience. **Provide CIPC registration certificate and company profile.**
- The Company is a duly licensed service provider according to relevant national laws and regulations:
  - **Valid Certificate of compliance with the UIF**
  - **Valid Letter of good standing with the compensation commissioner**
  - **Tax compliance Pin**
  - **Id copy of the company representative/s**
  - **BEE certificate (Level 1-3)**
- Minimum annual turnover for each of the last 3 financial years of €63000;
- Tenderers are required to complete and sign appendices II, III, IV and V as part of their tender submission;
- Public Liability Insurance, in the form of a letter from their insurer or broker that appropriate levels of employer's liability and public liability insurance is in place. The letter from the insurer/broker must confirm that the policies will apply in respect of all staff and all services to be carried out on the premises, and that the cover extends to services carried out by the tenderer's employees.
- Full details of any arrangements with subcontractors together with signed letters of intent from the entities in question, e.g (Subcontracting pool maintenance)

***Tenderers who fail to provide the above information will be rejected and not evaluated under the Contract Award Criteria. A tenderer will not qualify for evaluation if it fails to complete the Declaration of Bona Fides (Appendix III), Personal Situation Declaration Form (Appendix IV) or the***

***Human Rights Declaration at Appendix V. Any false or misleading answer to the questions in Appendix IV will disqualify the tenderer***

#### SECTION 4: REQUIRED FORMAT AND CONTENT OF TENDERS

- 4.1 Tenderers must address all the Qualification Requirements specified in Section 3 ensuring they include a signed Confirmation of Bona Fides (Appendix III), a signed Personal Situation Declaration form (Appendix IV), references from current similar contracts, safety record and written confirmation from insurer or broker that all required insurances are in place and will apply in the event that a contract is awarded by the Embassy.
- 4.2 Tenderers must provide a Service Proposal (no more than 5 A4 pages in length) setting out details of the tenderer's proposal levels and quality of service having regard to the specification set out in Appendix I. In preparing the service proposal, tenderers should have particular regard to the contract award criteria and the associated weightings set out in Section 5 of this RFT.
- 4.3 Tenderers must provide a Health and Safety at work policy, and a proposal outlining how they will ensure safe work practices, detailing how risks will be managed (e.g. use of chemicals, use of equipment etc.).
- 4.5 Tenders must include a Financial Proposal in the exact form as set out in Appendix II. The financial proposal must set out an all-in fixed lump sum annual figure for the services, excluding VAT. The figures quoted will be binding for the term of the contract.
- 4.6 The financial proposal must reflect all maintenance, relief, travel, equipment and any ancillary costs that may be incurred in the provision of the services. Claims for additional or extra items arising in the course of the contract will not be entertained, unless such items were not foreseeable at time of tender (e.g. changes in relevant government regulations affecting costs).
- 4.7 Tenderers are required to provide a minimum of 3 references for services of a similar nature including the following:
- Name of Contract
  - Client Name
  - Dates Contract Performed
  - Value of Contract
  - Contact Details (include email, phone and address details)
- Please note that referees will be contacted for verification purposes. Reference contracts that do not include contact details for referees as requested will not be accepted.*
- 4.7 Tenders must be submitted in English.
- 4.8 This request for tenders is made in English.



## SECTION 5: CONTRACT AWARD CRITERIA

- 5.1 Tenders will be evaluated initially to confirm that they are fully responsive and that they meet the Selection Criteria set out in Section 3.1 above. Qualifying tenders will then be evaluated in the light of the contract award criteria. The contract will be awarded to the most economically advantageous tender having regard to the following criteria, weighted as indicated:

	Description	Score	<i>Minimum Score Required</i>
Criteria 1	<b>Company and Key Personnel experience</b> <ul style="list-style-type: none"> <li>- Demonstrated experience and track record in the provision of maintenance services on protected grounds for a minimum of five years, provide three reference letters.</li> <li>- Experience of key personnel to have any qualification in garden designs or horticulture</li> </ul>	30%	18%
Criteria 2	<b>Bidder's Proposal</b> The bidder must provide a proposal detailing how they are going to provide the required Grounds Maintenance Service. The proposal must include a detailed daily and annual program on the services to be rendered on site and quality of service having regard to the specification set out in Appendix I  <b>Policy</b> - Demonstrated health, safety and welfare measures including waste disposal, environmental and sustainability practices	30%	18%
Criteria 3	<b>Equipment and training</b> <ul style="list-style-type: none"> <li>- The bidder must provide a detailed inventory list of all available equipment to be utilized exclusively for rendering this service to the Embassy, Bidders are therefore required to submit as part of their proposals, a comprehensive list of equipment relevant to the service which is required in this tender. Bids will be evaluated based on proposals commensurate with the service required.</li> <li>- Proof of training for handling/ operating gardening machines</li> </ul>	10%	6%
Criteria 4	Overall Fixed Price Cost	30%	-

- 5.2 Failure to achieve the minimum mark in any of Criteria 1 -3 in the table above will result in the tenderer being eliminated from the competition.
- 5.3 The Embassy will investigate tenders that they consider abnormally low and will seek explanations from suppliers about the price or cost.

## SECTION 6: CONDITIONS APPLICABLE TO THE TENDER PROCESS

- 6.1 The Embassy undertakes to hold confidential any information provided to it on a confidential basis by individuals or others, subject to the Embassy obligations under law, including the Freedom of Information Act of Ireland. If for any reason, it is considered that information supplied to the Embassy should not be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this concern and to specify the reasons for the information's sensitivity. The Embassy will consult with any individual or body so supplying sensitive information before making a decision on any FOI request received. However, it should be noted that, ultimately, the decision on whether or not to release information under the FOI is a matter for the Information Commissioner and/or Courts.
- 6.2 Conflicts of interest or potential conflicts of interest, involving a tenderer must be fully disclosed to the Embassy. Any registered interest involving a tenderer and the Embassy, its officers or their relatives, must be fully disclosed in any proposal submitted, or in the event that such information is not available at the time of submission of proposals, should be communicated to the Embassy immediately upon such information becoming known to the tenderer. The terms "registered interest" and "relative" shall be interpreted as defined in Section 2 of the Irish Ethics in Public Office Act 1995. Failure to disclose an interest may disqualify a tenderer or invalidate an award of contract, if, in the view of the Embassy, the conflict is of a sufficiently serious nature to warrant it.
- 6.3 The Embassy reserves the right to terminate the tender process at any time prior to the signing of the contract. The Embassy reserves the right not to accept the lowest or any tender. No contractual relationship will arise until such time as a written contract is signed on behalf of the Embassy.
- 6.4 Information supplied by tenderers will be treated as contractually binding. However, the Embassy reserves the right to seek clarification or verification of any such information, and also to request additional information from the tenderers.
- 6.5 The Embassy will not be liable in respect of any costs incurred by tenderers in the preparation of tenders or any associated work effort.
- 6.6 Tenders must be completed in accordance with the format specified in Section 4. Incomplete tenders may be rejected.
- 6.7 The tender and all associated attachments should be submitted for the attention of Procurement team at [PRETORIAEMProcurement@dfa.ie](mailto:PRETORIAEMProcurement@dfa.ie) by 5pm 3<sup>rd</sup> February 2022.
- The tender should be titled "**Landscaping and Gardening Services – Embassy of Ireland Residence, Pretoria**" and shall clearly indicate contact person, address, phone number and email for any potential communication.

- 6.8 The tenders will be evaluated by an evaluation team based on the award criteria outlined in Section 5. Tenderers will be notified of the outcome of the tender evaluation process as soon as possible after its completion.
- 6.9 Please note that all information relating to this tender will be sent by email from the email address [PRETORIAEMProcurement@dfa.ie](mailto:PRETORIAEMProcurement@dfa.ie) to all interested parties. The Embassy will not accept responsibility for information relayed (or not relayed) via third parties. If the Request for Tenders is in any way altered or edited, the subsequent tender may be inadmissible.
- 6.10 Queries and requests for clarification relating to the Request for Tenders and any of the requirements specified therein will be dealt with via email to [PRETORIAEMProcurement@dfa.ie](mailto:PRETORIAEMProcurement@dfa.ie). All requests for clarification in respect of this document must be submitted by **12pm on 28<sup>th</sup> January 2022** before the closing date for receipt of tenders. The Embassy's responses to queries and requests for clarification will be sent by email to all interested parties.

## Appendix I

### Protected Grounds

The service provider will be required to be on site for five days a week (Monday to Friday) for the provision of this service with a minimum of two ground maintenance personnel. The personnel must be deployed at the residence from 07h30 to 16h00.

The Embassy seeks to procure services of a ground maintenance company to provide a comprehensive Ground Maintenance Service which includes the following:

**1. Daily maintenance** which includes but not limited to the following:

- Lawn maintenance: watering, cutting lawn and edges;
- Plants: plant movement, soil turning and pruning;
- Planting of new plants as and when required;
- Sprinkler minor maintenance: filter and nozzle cleaning to ensure proper spraying functionality;
- Removal of weeds in all ground surfaces;
- sweeping or blowing driveways and building exterior floor surfaces;
- Cleaning of roof and floor gutters where required and
- Ensure proper disposal of garden rubbish in allocated bins, including rubble removal.

**2. Pond maintenance**

- Cleaning of the pond regularly;
- Manage and grow water plants;
- Pest control (frogs);
- Control algae growth;
- Maintain pump, filter and lines;
- Troubleshoot and repair any leaks;
- Maintain the right water level;

**3. Pool maintenance**

- Weekly Pool Maintenance;
- Skim Off Leaves and Debris;
- Brush Sediment from Pool Walls;
- Vacuum the Pool;
- Clean Skimmer;
- Keep the Pump Running;
- Check Filter and Backwash As Needed;
- Test Pool Water and Add Chemicals.

**4. Quarterly maintenance** which includes:

- Seasonal preparations for lawn: apply fertiliser & lawn dressing; and
- Seasonal preparations for plant beds: planting new plants, fertiliser and compost.

**5. Pot plants maintenance** will include but is not limited to:

- Maintenance of pot plants;
- Watering, fertilising and general arrangement;
- Potting soil to be replaced bi-annually; and
- Planting of new pot plants as and when required.

**6. Additional Ad hoc services**

- Replacement of sprinkler valves, valve boxes and conduit spares when necessary
- Replacement of pond pump and filters
- Lawn replanting as and when required; and
- Cutting dead and obstructive trees deemed hazardous/ risk in their growth – to be done in consultation with The Embassy.
- Replacement of pool pumps and other accessories

**Staffing and Personnel**

The Contractor shall:

- Arrange competent supervision for the period of the Contract.
- Maintain an adequate site organization under the full-time control of an experienced supervisor who is conversant with all relevant regulations, standards, codes, etc. including, but not limited to, those appertaining to Health and Safety, and who is capable of assuming complete responsibility for a contract of this nature.
- Ensure that the names of personnel to be employed by the Contractor in a supervisory capacity (e.g. foreman, charge hand etc.) are given to the Embassy immediately after the receipt of each Instruction by the Contractor.
- Note that only the Embassy may issue instructions under the contract and the Contractor shall be responsible to them for the satisfactory execution of those instructions.

**Quality Monitoring**

Quality monitoring of the contract will be both the responsibility of the Embassy and the Contractor. The Embassy and the Contractor will work together to identify at any early stage any failures so that these may be corrected promptly, and identify any improvements that could be initiated through the life of the contract.

Meetings between the Embassy and the Contractor to discuss progress and pass on feedback on performance etc. may be called upon request.

**The Embassy's Reserved Rights**

The Embassy reserves the right to

- have any work within the Site carried out by another Contractor,
- supply any or all of the materials required for the execution of the work

### **Other Contractors**

Other contractors and/or the Embassy's own specialist staff or labour may be working on the Site and the Contractor may in such cases be required to work in close co-operation with them.

### **Use of Contract Area and Site**

1. The Contractor, their employees and Sub-contractors shall be confined to the area(s) on the Site allocated by the Embassy.
2. The Contractor shall not use the Site for any purpose other than that of carrying out the Services ordered.
3. The Contractor shall not display advertisements on the Site nor permit advertisements to be displayed without the Embassy's consent, which may be given, subject to such terms and conditions as The Embassy shall decide.
4. The Contractor shall obtain the approval of the Embassy for the siting of any heaps of grass, spoil heaps, etc.
5. The Contractor shall use their best endeavors to prevent any trespass by employees on any adjoining owners' property.
6. (i) The Contractor shall ensure that no steps, ladders, planks or other equipment shall be left accessible for unauthorized persons to enter the Site and/or the buildings thereon.  
(ii) The Contractor shall ensure that no fuel cans are left unattended at any location within the Site unless locked within a secure place approved by the Embassy.
7. The Contractor shall take all reasonable precautions during the progress of the Services to prevent any damage to adjoining property or to public or private roadways and to prevent material, plant, rubbish, debris etc., collecting thereon.
8. The Contractor shall regulate the character of their transport and plant and so operate it as to ensure that no damage beyond fair wear and tear is occasioned thereby, and they shall comply with the requirements of the Embassy as to the routes to be traversed and limitations of weights, speeds and class of vehicles.
9. If the Contractor wishes to make use of any adjoining property for any purpose, they shall notify the Embassy, obtain permission from the owners, and meet all charges in connection therewith. They shall clear away on completion of their work or when directed and make good any damage to their satisfaction. Except as provided in the Conditions of Contract for Grounds Maintenance Services, the Contractor shall be held responsible for any damage resulting from the Services and they shall make good any such damage at their own expense.

### **Noise Control**

In accordance with CITY OF TSHWANE METROPOLITAN MUNICIPALITY NOISE MANAGEMENT POLICY of June 2004.

### **Materials**

Purchase of materials for the reasonable upkeep of mechanical equipment (such as sprinkler/irrigation systems) and to parts replacements should be procured in line with the Embassy procurement policy. Three quotation must be submitted to the Embassy for approval. Claims for the costs of such materials which have been purchased without approval will not be entertained.

### **Overtime, Shift working and Night work**

- (1) The Contractor shall not normally be prevented from working reasonable additional hours, should they so desire, if they obtain the prior approval of the Embassy, but no additional payment shall be made in respect of the excess cost of any overtime, shift working or night work involved. The Contractor shall be deemed to have included in the percentages in their tender for any such overtime, shift working and/or night work.
- (2) Where, however, the Embassy issues written instructions for work to proceed outside normal working hours, the excess cost of any such overtime, shift working or night work will be reimbursed to the Contractor at cost. In such cases, timesheets shall be submitted to the Embassy within one week of the expiry of the period concerned. All timesheets shall be properly completed showing the names of the workpeople concerned, the hours worked and the rates of pay.

### **Onsite Facilities**

1. Electricity for equipment
2. Telephone access – The Contractor shall arrange for their own telephone and shall pay all the costs thereof
3. Unloading and Hoisting - The Contractor shall be responsible for unloading, placing in and removal from store and transporting all materials, including those materials supplied by the Embassy
4. Electricity for the Works - The Contractor shall be responsible for the maintenance of the electricity services from the point of connection to the supply
5. Water for the services - The Contractor shall take great care to avoid contamination of any water supply with any herbicide, and shall always draw water into an intermediate storage tank for use with any spraying equipment. The Contractor is responsible for providing such necessary temporary receptacles and for any plumbing or alterations which may be subsequently required, as well as clearing away and making good on completion of the work any area of the grounds which may have been disturbed.

### **Protection of the Site**

- (1) The Contractor shall keep the whole of the Site and area affected clean and free from damage during the execution of the Services.
- (2) Where directed by the Embassy, the Contractor shall also provide and leave in position protection on completion of the Services, and such special protection shall be paid for by The Embassy.



### **Asbestos Based Materials**

The Contractor must report to the Embassy immediately if asbestos is discovered during the work and carry out the Embassy's instructions.

### **Safety, Health and Welfare**

- (1) The Contractor shall provide and maintain on the Site all necessary welfare facilities for their employees, and for those employed by Sub-contractors.
- (2) The Contractor shall arrange for the provision of all Personal Protective Equipment for use by their staff and all persons on Site to suit the requirements for the operations being carried out under this contract. The Contractor shall endeavor to ensure that PPE is worn, when necessary, by all such persons.
- (3) The Contractor shall carry out work on any premises in conformity with any safety regulations adopted by The Embassy. A copy of these regulations will be made available to the Contractor upon request.
- (4) The Contractor shall cease to employ any persons who are in breach of the safety, health and welfare requirements.

### **Subcontractors**

Where subcontractors are used, it is imperative that the Tenderer, as the prime contractor accepts responsibility for services provided and undertakes to monitor its subcontractors with regard to diligence in the provision of the services required. In the event of the use of subcontractors, the prime contractor should provide a point-of-contact designated to liaise with the Embassy to deal with issues as they arise. The selected contractor must actively manage and supervise any external contractors they use, in close consultation with the Embassy. All services are to be provided to industry best practices. Performance will be subject to reviews to be carried out as agreed with the Embassy.

### **Pesticides**

- (1) The Contractor shall observe the provisions of Agricultural Pest Act, 1983 (Act No 36 of 1983), The Occupational Health and Safety Act (OHSA), 1993 (Act. No. 85 of 1993), Hazardous Substances Act, 1973 (Act 15 of 1973); legislation approving the Technical and Health Regulations for the Manufacture, Sale and Use of Pesticides in connection with the Contract.
- (2) The Contractor shall provide evidence to the Embassy that any staff who may be using pesticides hold a recognized certificate of competence in their use.
- (3) No pesticides (all Crop Protection Chemicals including herbicides) are to be used on any sites unless clearly called for in the particular specification or unless their use is approved in advance, in writing, by the Embassy who will require to see data sheets before pesticides are approved.
- (4) Appropriate warning notices must be prominently displayed around areas before pesticide application. Written notification of intentions to carry out spraying operations is to be given to the Embassy a minimum of 7 days before spraying operations commence. This notice

must include details of areas involved, pesticides to be used, safety precautions necessary and copies of data sheets for pesticide/s being used.

- (5) The contractor shall give copies of all spraying records for all sites in this contract to the Embassy at regular intervals to be agreed at the initial pre-contract meeting. If requested by the Embassy, the contractor shall provide any records immediately.

### **Existing Services Installations**

The Contractor shall:

- not use or interfere with the existing service installations without the permission of the Contract Manager and, where applicable, of services and utility authorities and / or private owners;
- exercise particular care to avoid damaging existing service installations;
- Inform their employees of the details and locations of existing service installations and draw their attention to the attendant risks and dangers.

The Contractor shall immediately notify in writing the Embassy and, where applicable, services and utility authorities and private owners of any damage, arrange for repair to the satisfaction of the Embassy and, where applicable, or services and utility authorities and private owners, and for urgent repairs accept any arrangements made by the Embassy. Subject to the provisions of the Conditions of Contract for Grounds Maintenance Services, the Contractor shall be liable for the cost of such repairs.

### **Fire Precautions**

The Contractor shall comply with the Embassy's fire precautions; however, compliance with these precautions shall not relieve the Contractor of any responsibility for taking all other reasonable precautions against fire.

No burning will be allowed on site without the permission of the Embassy or the Embassy's Assistant. This permission will be given by the issuing of a permit.

### **Security Arrangements**

- (1) The Contractor will ensure that all staff working on the Embassy site will be in possession of a company photo-identity pass.
- (2) Specific arrangements will be notified to the Contractor at the pre-start meeting.
- (3) Provide the residence manager with criminal clearance certificates.

### **Spillages**

The Contractor shall be responsible for any spillages of oil or fuel on the Site or roads together with the subsequent costs and charges for cleaning or repair work in connection with the spillage. Drip trays shall be provided by the Contractor under all stationary vehicles and plant on the Site.

### **Removal and Disposal of Rubbish**

The Contractor will arrange for the collection, removal and disposal of all cuttings, clippings and other rubbish and debris arising from the execution of the work on each occasion that operations are carried out and the removal of these to a licensed dump for disposal, unless otherwise specifically stated in the technical specification. The Contractor will be responsible for the payment of all costs and charges associated with this removal and disposal.

### **Specific Timings**

The Contractor should note that any specific timings for operations contained within the technical specification must be strictly adhered to and may not be altered without the written permission of the Embassy. It is emphasized that these maintenance regimes are not calculated to cause a 'nuisance' but to produce a desired effect and/or ecological benefit. The Contractor must ensure that their staff are aware of and work within these parameters.

### **Health, Safety and Welfare Measures**

The Contractor shall comply with all enactments regulations and working rules relating to health, safety and welfare.

### **Operation of Plant and Machinery**

The Contractor must ensure that any staff operating Tractors, Dumpers or any other ride-on or ride-in equipment hold a full, current valid driving license. The Embassy will require to see such licenses before staff are permitted to operate equipment on Site.

### **Parking/Storage Areas**

Parking / storage areas for equipment are to be agreed with the Embassy or the Embassy's Assistant.

Any vehicle or piece of machinery which is running must be supervised at all times. When left unattended or parked the vehicle or piece of machinery must be left in a safe condition

## Appendix II

### Cost Proposal

Tenderers must provide an **all-in fixed price per annum proposal** in the prescribed format below in respect of the services to be provided from the commencement of the contract. Prices must be stated in ZAR (R) and be exclusive of VAT, the rate of which must be shown separately.

Table 1.

Item description	Price in Rand exclusive of VAT	Including VAT
<p>All-in fixed tender price for <b>year one</b> of the contract for the provision of services listed as items 1-5 in Appendix 1 as listed below: -</p> <ol style="list-style-type: none"><li>1. Daily garden and grounds maintenance including consumables</li><li>2. Pool maintenance</li><li>3. Pond maintenance</li><li>4. Pot-plants maintenance</li></ol> <p>The service provider will be required to be on site for five days a week (Monday to Friday) for the provision of this service with a minimum of two ground maintenance personnel. The personnel must be deployed at the residence from 07h30 to 16h00.</p>		

Tenders will be evaluated based on the fixed-price lump sum set out in Table 1. Tenderers should note that the pricing declared will expected to be included in the contract.

Table 2.

In addition to the fixed price for the maintenance work set out in Table 1, tenderers are requested to provide estimated costs for the following items listed in Table 2.

Item description	Price in Rand exclusive of VAT	Including VAT
<ul style="list-style-type: none"> <li>- Replacement of sprinkler valves, valve boxes and conduit spares when necessary</li> <li>- Replacement of pond pump and filters</li> <li>- Lawn replanting as and when required; and</li> <li>- Cutting dead and obstructive trees deemed hazardous/ risk in their growth – to be done in consultation with The Embassy.</li> <li>- Replacement of pool pumps and other accessories</li> <li>- Quarterly maintenance (Seasonal plants)</li> <li>- Once-off landscaping design costs</li> </ul>		

## **Appendix III**

### **Confirmation of Bona Fides**

We the undersigned do offer in accordance with the Request for Tenders and the Terms of Reference specified therein to provide Embassy of Ireland, Pretoria with Ground Maintenance Services at the fee rate set out in Appendix II and subject in all respects to the Terms of Reference published with this call for tenders which we have read and accepted.

We confirm that all information and commitments contained in or referred to in our tender are (i) accurate and correct, and (ii) accurately reflect our actual current operational and financial capability.

We confirm that this Tender shall remain irrevocably open for acceptance by you for a period of 3 months from the closing date for receipt of tenders and it shall remain binding upon us for that period or such other period as we may agree.

We acknowledge that no legally binding agreement exists as a result of this tender process between us unless and until our offer is accepted by you and a contract in the form set out in this request for tenders has been concluded.

We understand that the Minister for Foreign Affairs is not bound to accept the lowest or indeed any tender it may receive and may abandon or terminate the tender process at any time.

**Signature of tenderer or authorized agent:**

Printed Name:

Name of Tenderer:

VAT No:

Postal Address:

Telephone no:

E-mail:

## Appendix IV

### PERSONAL SITUATION DECLARATION FORM - MISSIONS

This Declaration of compliance **must** be signed by all **Contractors/Suppliers**.

<b>Name of Contractor/Supplier:</b>	
<b>Address:</b>	
<b>Country:</b>	

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Mandatory Eligibility Criteria will be assessed as a "Fail".

Any Contractor/Supplier who is unable to answer NO to all of the questions relating to the Discretionary Eligibility Criteria may be assessed as a "Fail" and the Contractor/Supplier may, at the discretion of the Contracting Authority not be admitted to the tender.

<b>Please enter <u>Yes</u> or <u>No</u> as appropriate to the following statements relating to the current status of your organisation and/or any director or person(s) who has power of representation, decision or control over the organisation.</b>	<b>Yes/No</b>
<b>Mandatory Eligibility Criteria</b>	
The Contractor/Supplier has been the subject of conviction by final judgment of participation in a prescribed criminal organisation.	
The Contractor/Supplier has been the subject of conviction by final judgment of corruption as defined in the national law of Spain or in accordance with the law of the country within which the Contractor/Supplier is established.	
The Contractor/Supplier has been the subject of conviction by final judgment of fraud.	
The Contractor/Supplier has been the subject of conviction by final judgment of terrorist offences or offences linked to terrorist activities or of inciting or aiding or abetting or attempting to commit an offence.	
The Contractor/Supplier has been the subject of conviction by final judgment of money laundering or terrorist financing.	
The Contractor/Supplier has been the subject of conviction by final judgment of child labour or other forms of trafficking in human beings.	
The Contractor/Supplier has breached their obligations relating to payment of taxes or social security contributions in the national law of Spain and this breach has been established by a judicial or administrative decision having final and binding effect in accordance with the law of Spain within which the Contractor/Supplier is established.	
<b><u>If you have answered Yes to Question 7</u>, please provide details of the relevant amount including:</b>	

- a. confirmation of whether you have paid, or have entered into a binding arrangement with a view to paying the outstanding tax or social security contributions including any accrued interest and/or fines; or
- b. details of whether you were informed of the exact amount due following the breach and at such time that it did not have the possibility of taking measures as outlined above before the expiration of the deadline for submitting this tender.

**THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE CONTRACTOR/SUPPLIER'S ORGANISATION.**

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this Declaration may lead to my organisation being excluded from participation in this and future competitions.

Signed on Behalf of the Contractor/Supplier identified above, by -:

<b>Signed:</b> [Original signature]	
<b>Print Name:</b>	
<b>Position:</b>	
<b>E-mail Address:</b>	
<b>Date:</b>	



**Appendix V**  
**HUMAN RIGHTS DECLARATION FORM**

Before awarding any contract, and as part of the procurement procedure, the Department of Foreign Affairs will need to ensure that the economic operators comply with Labour, Environmental and Human Rights Laws and has the appropriate procedures in place. Written confirmation in the form of this signed declaration is required.

The Department of Foreign Affairs reserves the right, even if such confirmation is given, to investigate/audit any of the situations listed if it has reasonable grounds to doubt the contents of such confirmation. For the purpose of the declaration signed below, the term “the Tenderer” refers to the following:

Name of Tenderer/Organization: \_\_\_\_\_

Registered Office Address: \_\_\_\_\_

Registration Number (as appropriate): \_\_\_\_\_

**ELIGIBILITY**

The Tenderer hereby declare that we agree to participate in the procurement procedure in adherence to the Tender Notice and are fully aware that any failure to comply could lead to our exclusion from the tender process and to the rejection of our bid.

The Tenderer agrees to carry out our duties to the highest professional standards, with no consideration linked to possibilities for future contracts.

The Tenderer commits to adhere to the Department’s procurement principles and minimum standards throughout our commercial agreement and have procedures in place to ensure that respect for these principles and standards is upheld by your organisation.

The tenderer subscribes to universal principles of universal human and workers’ rights as set out in the United Nations Universal Declaration of Human Rights and in the core Conventions of the International Labour Organisation as set out at (d) and (e) in the declaration below.

We hereby declare that the Tenderer:

- (a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract and there has not been any misrepresentation in the information supplied along the process;
- (b) we or persons having powers of representation, decision-making or control over them have not been convicted of an offence concerning their professional conduct by a final judgment;
- (c) has never been proven guilty of any grave professional misconduct;
- (d) does not make use of child labour or forced labour and/or practise discrimination, and/or disrespect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).
- (e) subscribes to the principles of human rights set out in the United Nations Universal Declaration of Human Rights
- (f) The activities of the tenderer are compatible with the activities and values of the Government of Ireland as represented in [Ireland’s foreign policy](#).

We agree to hold in trust and confidence any information or documents disclosed to us, discovered by us or prepared by us during the course of the tender and agree that it shall be used only for the purposes of this process and shall not be disclosed to any third party. We understand that any unauthorized disclosure by us may render the Tenderer liable to legal action.

Signed on behalf of the Tenderer: \_\_\_\_\_

Name (block capitals): \_\_\_\_\_

Date: \_\_\_\_\_