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| TENDER DOCUMENT GOODS AND SERVICES | |  CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD |
| SUPPLY CHAIN MANAGEMENT | | |
| SCM - 542 | Approved by Branch Manager: 03/04/2020 | Version: 9 Page 1 of 131 |

TENDER NO: 009S/2023/24

TENDER DESCRIPTION: TREE MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT FOR A PERIOD NOT EXCEEDING 36 MONTHS

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 29 AUGUST 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER: 137**

TENDER FEE: R200.00

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

| TENDERER | |
|--|--|
| NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual | |
| TRADING AS (if different from above) | |

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

| TENDER SERIAL NO.: |
|---|
| SIGNATURES OF CITY OFFICIALS AT TENDER OPENING |
| 1 |
| 2 |
| 3 |

TABLE OF CONTENTS

| | |
|---|------------|
| VOLUME 1: THE TENDER..... | 3 |
| (1) GENERAL TENDER INFORMATION..... | 3 |
| (2) CONDITIONS OF TENDER | 4 |
| VOLUME 2: RETURNABLE DOCUMENTS | 23 |
| (3) DETAILS OF TENDERER..... | 23 |
| (4) FORM OF OFFER AND ACCEPTANCE..... | 25 |
| (5) PRICE SCHEDULE..... | 28 |
| (6) SUPPORTING SCHEDULES | 28 |
| SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS..... | 45 |
| SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION..... | 46 |
| SCHEDULE 3: HDI AND OR RDQ SPECIFIC GOALS..... | 48 |
| SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED) | 51 |
| SCHEDULE 5: CONFLICT OF INTEREST DECLARATION | 54 |
| SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8) | 55 |
| SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN..... | 57 |
| SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION..... | 58 |
| SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION | 59 |
| SCHEDULE 10: PRICE BASIS FOR IMPORTED RESOURCES..... | 60 |
| SCHEDULE 11: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS..... | 61 |
| SCHEDULE 12: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER | 62 |
| SCHEDULE 13: RECORD OF ADDENDA TO TENDER DOCUMENTS..... | 63 |
| SCHEDULE 14: INFORMATION TO BE PROVIDED WITH THE TENDER..... | 64 |
| VOLUME 3: DRAFT | |
| CONTRACT..... | 732 |
| (7) SPECIAL CONDITIONS OF CONTRACT | 73 |
| (8) GENERAL CONDITIONS OF CONTRACT | 83 |
| (9) FORM OF GUARANTEE / PERFORMANCE SECURITY | 94 |
| (10) FORM OF ADVANCE PAYMENT GUARANTEE..... | 97 |
| (10.1) ADVANCE PAYMENT SCHEDULE..... | 98 |
| (11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT | 99 |
| (12) INSURANCE BROKER’S WARRANTY (PRO FORMA)..... | 100 |
| (13) SPECIFICATION(S) | 101 |
| (14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)..... | 129 |

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

| | | |
|---------------------------------|---|--|
| TENDER ADVERTISED | : | 21 JULY 2023 |
| CLARIFICATION MEETING | : | 03 AUGUST 2023 at 10H00 – 11H00 (COMPULSORY) |
| VENUE FOR CLARIFICATION MEETING | : | Jan Burger Sports Complex 5 De Grendel Road Parow, North 7500 or https://meet.capetown.gov.za/lubabalo.makapela/nqqn8np7 Conference ID: 8137527 |
| TENDER BOX & ADDRESS | : | <p>Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 009S/2023/24: TREE MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF CAPE TOWN, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p> |

CCT TENDER REPRESENTATIVE

Name: Altus de Wet

Tel. No.: No 021 400 1493 or 081 270 1414

Email: Altus.deWet@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The intention of the City is to encourage increased participation and the sustainable growth of the small business sector. Therefore, this tender will be awarded as follows: one area per contractor even if a tenderer is highest ranked in more than one area.

It is the intention of the City of Cape Town to award two tenderers per area and one alternative tenderer per area, however the City reserves the right to award more than one area per tenderer or to not appoint at all. The award will be divided as follow:

| Area 1 | | Area 2 | | Area 3 | | Area 4 | |
|--|---|---|--|---|---|---|--|
| Area 1A First ranked (Sub areas: 1.3 & 1.4) | Area 1B Second ranked (Sub areas 1.1, 1.2 & 1.5) | Area 2A First ranked (Sub areas 2.3 & 2.4) | Area 2B Second ranked (Sub areas 2.1 & 2.2) | Area 3A First ranked (Sub areas 3.2 & 3.3) | Area 3B Second ranked (Sub areas 3.1 & 3.4) | Area 4A First ranked (Sub areas 4.1 & 4.4) | Area 4B Second ranked (Sub areas 4.2 & 4.3) |
| Alternative for area 1 will be third ranked | | Alternative for area 2 will be third ranked | | Alternative for area 3 will be third ranked | | Alternative for area 4 will be third ranked | |

NB: Refer to annexure 2 for the division of the geographical areas on page 141.

In cases of ordinary work except emergencies, orders will be placed in the first instance with the highest ranked tenderer (main tenderer), and if declined within 72 hours then the order will be placed with the alternative tenderer.

The contract period shall be for a period of **Three years (3)** from date of commencement for a period not exceeding 36 months

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of a Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

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

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged

in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

2.1.6.7 Compliance to the City's Appeals Policy.

"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.

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

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

2.2.1.1.4 Minimum score for functionality

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

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

Please complete information in Schedule 14

| Evaluation Criteria | Applicable values/points | Weight |
|---------------------|--------------------------|------------|
| Experience: | | 100 |
| Years of experience | 50 | |
| Value of projects | 50 | |
| Total | | 100 |

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

Please complete Schedule 14 in full.

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

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

Additional copies of Schedule 14 to be made where applicable.

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

| Functionality criteria | POINTS for each Criteria | Scoring Criteria | Maximum points to be scored per sub criteria |
|--|--------------------------|--|--|
| Similar / Relevant Experience for tree management and maintenance services: <i>Project Definition in relation to Criteria 1 : This is a sequence of tasks that needs to be completed to reach a set outcome in regards for tree management and maintenance services. (one Job /Purchase order with a fixed amount is classified as one project.)</i> This includes all tree pruning related work or tree felling/removal. This is a list of projects in the last 12 years. (Refer to schedule 14.1 on page 66) | 50 | Years' experience in similar contracts: < 2 years = 10 points > 2 years - 5 years = 20 points > 5 years – 8 years = 30 points > 8 years to 12 years= 40 points >12 years = 50 points | 50 |
| Value of Projects that are relevant to <u>tree management and tree maintenance Services:</u> This includes all tree pruning related work or | | Details of previous contracts completed (Value of Projects) | 50 |

| | | | |
|---|--|---|------------|
| tree felling/removal. This is a list of projects with a rand value. <i>Note - If you can supply: 10 projects above R100 000 you entitled to all 50 points, 8 projects between R75 001 and R100 000 you entitled to 40 points, 6 projects between R50 001 and R75 000 you entitled to 30 points. *Highest points that can be scored is 50 on this category. 'Details of previous contracts completed (Value of Projects) section'. (Refer to schedule 14.2 on page 69).</i> NB: This is for work done in the last 12 years | | R 30 000 – R 50 000 = 5 points per project up to a maximum of 20 Points | |
| | | R 50 001 - R 75 000 = 5 points per project up to a maximum of 30 points | |
| | | R 75 001 - R 100 000 = 5 points per project up to a maximum of 40 points | |
| | | > R 100 000 = 5 points per project up to a maximum of 50 points | |
| | | Total | 100 |

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

2.2.1.1.7 Provision of samples

Not applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

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

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

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

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

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

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

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

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

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

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

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

| Part | Heading |
|------|---|
| 5 | Pricing Schedules |
| 6 | Supporting Schedules |
| | All other attachments submitted by bidder |

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

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

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

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is

- overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

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

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

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

2.2.19 Certificates

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such

other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**:

- based on the sum of the prices/rates in relation to a typical project/job.

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

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

2.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 90 \times \frac{(1 - \frac{(Pt - Pmin)}{Pmin})}{Pmin}$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

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

SPECIFIC GOALS IN COMPLIANCE WITH SECTION 2(1)(d)(ii) OF THE ACT

Table B2: Awards above R50 mil (VAT Inclusive)

| # | Specific goals allocated points | Preference Points (90/10) <i>Above R50 mil</i> | Evidence |
|--|---|--|---|
| <i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i> | | | |
| 1 | Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1.5 points >0% - 25% women ownership: 0.5 points 0% women ownership = 0 points | 3 | <ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report |
| 2 | Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1.5 points >0% - 25% black ownership: 0.5 points 0% black ownership = 0 points | 3 | <ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report |
| 3 | Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 point >0% - 2% ownership: 0.5 point 0% ownership = 0 points | 1 | <ul style="list-style-type: none"> Proof of disability Company Registration Certification |
| <i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i> | | | |
| 4 | Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> | 3 | <ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover |

| | | | |
|--|---|-----------|--|
| | <i>SME partnership, sub-contracting, joint venture or consortiums</i> | | |
| | Total points | 10 | |

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

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

2.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

| | | | |
|---|--|---|-----------------|
| TENDER DOCUMENT GOODS AND SERVICES | |  <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div> | |
| SUPPLY CHAIN MANAGEMENT | | | |
| SCM - 542 | Approved by Branch Manager: 03/04/2020 | Version: 8 | Page 222 of 131 |

TENDER NO: 009S/2023/24

TENDER DESCRIPTION: TREE MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT FOR A PERIOD NOT EXCEEDING 36 MONTHS

VOLUME 2: RETURNABLE DOCUMENTS

| TENDERER | |
|--|--|
| NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual | |
| TRADING AS (if different from above) | |

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

| | |
|---|--|
| Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor | |
| Trading as (if different from above) | |
| Company / Close Corporation registration number (if applicable) | |
| Postal address | Postal Code _____ |
| Physical address (Chosen domicilium citandi et executandi) | Postal Code _____ |
| Contact details of the person duly authorised to represent the tenderer | Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____ |
| Income tax number | |
| VAT registration number | |
| SARS Tax Compliance Status PIN | |
| City of Cape Town Supplier Database Registration Number (See Conditions of Tender) | |
| National Treasury Central Supplier Database registration number (See Conditions of Tender) | |

| | |
|---|--|
| Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof |
| Is tenderer a foreign based supplier for the Goods / Services / Works offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) |
| Questionnaire to Bidding Foreign Suppliers | a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other Required registration numbers | |

(4) FORM OF OFFER AND ACCEPTANCE
**TENDER 009S/2023/24 TREE MANAGEMENT AND MAINTENANCE
SERVICES FOR THE CITY OF CAPE TOWN]**
OFFER: (TO BE FILLED IN BY TENDERER):
Required Details (Please provide applicable details in full):

| | |
|---|--|
| Name of Tendering Entity* ("the tenderer") | |
| Trading as (if different from above) | |

AND WHO IS represented herein by: (full names of signatory)

 duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

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

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

 Signature(s)

 Print name(s):
 On behalf of the tenderer (duly authorised)

 Date

| INITIALS OF CITY OFFICIALS | | |
|----------------------------|---|---|
| 1 | 2 | 3 |

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 009S/2023/24 TREE MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF CAPE TOWN]

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

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

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

| The Parties | Employer | Supplier |
|---|----------|----------|
| Business Name | | |
| Business Registration | | |
| Tax number (VAT) | | |
| Physical Address | | |
| Accepted contract sum including tax | | |
| Accepted contract duration | | |
| Signed – who by signature hereto warrants authority | | |
| Name of signatory | | |
| Signed: Date | | |
| Signed: Location | | |
| Signed: Witness | | |
| Name of Witness | | |

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

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

| | |
|-----------------|-------|
| 1 Subject | |
| Details | |
| | |
| | |
| | |
| 2 Subject | |
| Details | |
| | |
| | |
| | |
| 3 Subject | |
| Details | |
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| | |
| | |
| 4 Subject | |
| Details | |
| | |
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| | |

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

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

(5) PRICE SCHEDULE

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

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

All sections on the pages of this Pricing Schedule **MUST** be completed. Tenderers are advised to complete all items under all areas they wish to tender for, failure to do so may result in the tender being deemed non-responsive.

Details of all Work requirements (Functions) appear in Specifications: Scope of Work.

PRUNING & REMOVAL OF TREES

AREA 1 (Sub areas 1.1, 1.2, 1.3, 1.4 & 1.5)

1.TREE PRUNING

ITEM 1.1 SMALL TREES (< 3M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|-------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 1.1.1 | Formative Pruning | Each | R | R | R |
| 1.1.2 | Palm Pruning | Each | R | R | R |
| 1.1.3 | Sight and Signal line pruning | Each | R | R | R |
| 1.1.4 | Painting of tree trunks | Each | R | R | R |

ITEM 1.2 MEDIUM TREES (3.1 to 7M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 1.2.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 1.2.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 1.2.3 | Removal of fruit and berries | Each | R | R | R |
| 1.2.4 | Painting of tree trunks | Each | R | R | R |
| 1.2.5 | Palm pruning | Each | R | R | R |

ITEM 1.3 LARGE TREES (7.1 to 16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 1.3.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, conform to building/structure) | Each | R | R | R |
| 1.3.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 1.3.3 | Removal of fruit and berries | Each | R | R | R |
| 1.3.4 | Painting of tree trunks | Each | R | R | R |
| 1.3.5 | Palm pruning | Each | R | R | R |

ITEM 1.4 EXTRA LARGE TREES (>16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 1.4.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, conform to building/structure) | Each | R | R | R |
| 1.4.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 1.4.3 | Removal of fruit and berries | Each | R | R | R |
| 1.4.4 | Painting of tree trunks | Each | R | R | R |
| 1.4.5 | Palm pruning | Each | R | R | R |

ITEM 1.5 OBSTRUCTIVE TREES (7m and above)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 1.5.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, conform to building/structure) | Each | R | R | R |
| 1.5.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 1.5.3 | Removal of fruit and berries | Each | R | R | R |
| 1.5.4 | Painting of tree trunks | Each | R | R | R |
| 1.5.5 | Palm pruning | Each | R | R | R |

Item 1.6: Tree removal

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 1.6.1 | Small Trees (0-3M) | Each | R | R | R |
| 1.6.2 | Medium Trees (3.1- 7M) | Each | R | R | R |
| 1.6.3 | Large Trees (7.1 - 16M) | Each | R | R | R |
| 1.6.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 1.6.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 1.7 Tree removal for PSHB infected trees

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 1.7.1 | Small Trees (0-3M) | Each | R | R | R |
| 1.7.2 | Medium Trees (3.1-7M) | Each | R | R | R |
| 1.7.3 | Large Trees (7.1 -16M) | Each | R | R | R |
| 1.7.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 1.7.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 1.8: Other Services

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|------------------------------|--------------------------|------------------------------------|------------------------------------|------------------------------------|
| 1.8.1 | Stump removal (manual) | Each | R | R | R |
| 1.8.2 | Stump removal (mechanical) | Each | R | R | R |
| 1.8.3 | Vegetation Clearing | m ² | R | R | R |
| 1.8.4 | Bee Removal | Per swarm/ hive/ nest | R | R | R |
| 1.8.5 | Application of herbicide | m ² | R | R | R |
| 1.8.6 | Root Pruning | M ³ | R | R | R |
| 1.8.7 | After Hours / Emergency Rate | Per call out | R | R | R |

PRUNING & REMOVAL OF TREES**AREA 2 (Sub areas 2.1, 2.2, 2.3 & 2.4)****2. TREE PRUNING****ITEM 2.1 SMALL TREES (< 3M)**

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|-------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 2.1.1 | Formative Pruning | Each | R | R | R |
| 2.1.2 | Palm Pruning | Each | R | R | R |
| 2.1.3 | Sight and Signal line pruning | Each | R | R | R |
| 2.1.4 | Painting of tree trunks | Each | R | R | R |

ITEM 2.2 MEDIUM TREES (3.1 to 7M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 2.2.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 2.2.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 2.2.3 | Removal of fruit and berries | Each | R | R | R |
| 2.2.4 | Painting of tree trunks | Each | R | R | R |
| 2.2.5 | Palm pruning | Each | R | R | R |

ITEM 2.3 LARGE TREES (7.1 to 16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 2.3.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 2.3.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 2.3.3 | Removal of fruit and berries | Each | R | R | R |
| 2.3.4 | Painting of tree trunks | Each | R | R | R |
| 2.3.5 | Palm pruning | Each | R | R | R |

ITEM 2.4 EXTRA LARGE TREES (>16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 2.4.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 2.4.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 2.4.3 | Removal of fruit and berries | Each | R | R | R |
| 2.4.4 | Painting of tree trunks | Each | R | R | R |
| 2.4.5 | Palm pruning | Each | R | R | R |

ITEM 2.5 OBSTRUCTIVE TREES (7m and above)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 2.5.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 2.5.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 2.5.3 | Removal of fruit and berries | Each | R | R | R |
| 2.5.4 | Painting of tree trunks | Each | R | R | R |
| 2.5.5 | Palm pruning | Each | R | R | R |

Item 2.6: Tree removal

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 2.6.1 | Small Trees (0-3M) | Each | R | R | R |
| 2.6.2 | Medium Trees (3.1- 7M) | Each | R | R | R |
| 2.6.3 | Large Trees (7.1 - 16M) | Each | R | R | R |
| 2.6.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 2.6.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 2.7: Tree removal for PSHB infected trees

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 2.7.1 | Small Trees (0-3M) | Each | R | R | R |
| 2.7.2 | Medium Trees (3.1-7M) | Each | R | R | R |
| 2.7.3 | Large Trees (7.1 -16M) | Each | R | R | R |
| 2.7.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 2.7.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 2.8: Other Services

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|------------------------------|--------------------------|------------------------------------|------------------------------------|------------------------------------|
| 2.8.1 | Stump removal (manual) | Each | R | R | R |
| 2.8.2 | Stump removal (mechanical) | Each | R | R | R |
| 2.8.3 | Vegetation Clearing | m ² | R | R | R |
| 2.8.4 | Bee Removal | Per swarm/ hive/ nest | R | R | R |
| 2.8.5 | Application of herbicide | m ² | R | R | R |
| 2.8.6 | Root Pruning | M ³ | R | R | R |
| 2.8.7 | After Hours / Emergency Rate | Per call out | R | R | R |

PRUNING & REMOVAL OF TREES**AREA 3 (Sub areas 3.1, 3.2, 3.3 & 3.4)****3. TREE PRUNING****ITEM 3.1 SMALL TREES (<3M)**

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|-------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 3.1.1 | Formative Pruning | Each | R | R | R |
| 3.1.2 | Palm Pruning | Each | R | R | R |
| 3.1.3 | Sight and Signal line pruning | Each | R | R | R |
| 3.1.4 | Painting of tree trunks | Each | R | R | R |

ITEM 3.2 MEDIUM TREES (3.1 to 7M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 3.2.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 3.2.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 3.2.3 | Removal of fruit and berries | Each | R | R | R |
| 3.2.4 | Painting of tree trunks | Each | R | R | R |
| 3.2.5 | Palm pruning | Each | R | R | R |

ITEM 3.3 LARGE TREES (7.1 to 16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 3.3.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 3.3.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 3.3.3 | Removal of fruit and berries | Each | R | R | R |
| 3.3.4 | Painting of tree trunks | Each | R | R | R |
| 3.3.5 | Palm pruning | Each | R | R | R |

ITEM 3.4 EXTRA LARGE TREES (>16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 3.4.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 3.4.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 3.4.3 | Removal of fruit and berries | Each | R | R | R |
| 3.4.4 | Painting of tree trunks | Each | R | R | R |
| 3.4.5 | Palm pruning | Each | R | R | R |

ITEM 3.5 OBSTRUCTIVE TREES (7m and above)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 3.5.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 3.5.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 3.5.3 | Removal of fruit and berries | Each | R | R | R |
| 3.5.4 | Painting of tree trunks | Each | R | R | R |
| 3.5.5 | Palm pruning | Each | R | R | R |

Item 3.6: Tree removal

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 3.6.1 | Small Trees (0-3M) | Each | R | R | R |
| 3.6.2 | Medium Trees (3.1-7M) | Each | R | R | R |
| 3.6.3 | Large Trees (7.1 -16M) | Each | R | R | R |
| 3.6.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 3.6.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 3.7 Tree removal for PSHB infected trees

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 3.7.1 | Small Trees (0-3M) | Each | R | R | R |
| 3.7.2 | Medium Trees (3.1-7M) | Each | R | R | R |
| 3.7.3 | Large Trees (7.1 -16M) | Each | R | R | R |
| 3.7.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 3.7.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 3.8: Other Services

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|-----------------------------|------------------------------------|------------------------------------|---------------------------------------|
| 3.8.1 | Stump removal (manual) | Each | R | R | R |
| 3.8.2 | Stump removal (mechanical) | Each | R | R | R |
| 3.8.3 | Vegetation Clearing | m ² | R | R | R |
| 3.8.4 | Bee Removal | Per swarm/ hive/ nest | R | R | R |
| 3.8.5 | Application of herbicide | m ² | R | R | R |
| 3.8.6 | Root Pruning | M ³ | R | R | R |
| 3.8.7 | After Hours / Emergency Rate | Per call out | R | R | R |

PRUNING & REMOVAL OF TREES**AREA 4 (4.1, 4.2, 4.3 & 4.4)****4. TREE PRUNING****ITEM 4.1 SMALL TREES (<3M)**

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|-------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 4.1.1 | Formative Pruning | Each | R | R | R |
| 4.1.2 | Palm Pruning | Each | R | R | R |
| 4.1.3 | Sight and Signal line pruning | Each | R | R | R |
| 4.1.4 | Painting of tree trunks | Each | R | R | R |

ITEM 4.2 MEDIUM TREES (3.1 to 7M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 4.2.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 4.2.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 4.2.3 | Removal of fruit and berries | Each | R | R | R |
| 4.2.4 | Painting of tree trunks | Each | R | R | R |
| 4.2.5 | Palm pruning | Each | R | R | R |

ITEM 4.3 LARGE TREES (7.1 to 16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 4.3.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 4.3.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 4.3.3 | Removal of fruit and berries | Each | R | R | R |
| 4.3.4 | Painting of tree trunks | Each | R | R | R |
| 4.3.5 | Palm pruning | Each | R | R | R |

ITEM 4.4 EXTRA LARGE TREES (>16M)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 4.4.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 4.4.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 4.4.3 | Removal of fruit and berries | Each | R | R | R |
| 4.4.4 | Painting of tree trunks | Each | R | R | R |
| 4.4.5 | Palm pruning | Each | R | R | R |

ITEM 4.5 OBSTRUCTIVE TREES (7m and above)

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|--|------|------------------------------------|------------------------------------|------------------------------------|
| 4.5.1 | Tree pruning (Cleaning, Thinning, Lifting, Restoration, Conform to building/structure) | Each | R | R | R |
| 4.5.2 | Utility line Clearance, Sight and Signal line pruning | Each | R | R | R |
| 4.5.3 | Removal of fruit and berries | Each | R | R | R |
| 4.5.4 | Painting of tree trunks | Each | R | R | R |
| 4.5.5 | Palm pruning | Each | R | R | R |

Item 4.6: Tree removal

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 4.6.1 | Small Trees (0-3M) | Each | R | R | R |
| 4.6.2 | Medium Trees (3.1-7M) | Each | R | R | R |
| 4.6.3 | Large Trees (7.1 -16M) | Each | R | R | R |
| 4.6.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 4.6.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 4.7: Tree removal for PSHB infected trees

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|------|------------------------------------|------------------------------------|------------------------------------|
| 4.7.1 | Small Trees (0-3M) | Each | R | R | R |
| 4.7.2 | Medium Trees (3.1-7M) | Each | R | R | R |
| 4.7.3 | Large Trees (7.1 -16M) | Each | R | R | R |
| 4.7.4 | Extra Large Trees (>16M) | Each | R | R | R |
| 4.7.5 | Obstructive Trees (only 7m+) | Each | R | R | R |

Item 4.8: Other Services

| No. | DESCRIPTION | Unit | Year 1 (excluding Vat) Rands | Year 2 (excluding Vat) Rands | Year 3 (excluding Vat) Rands |
|-------|---------------------------------|-----------------------------|------------------------------------|------------------------------------|---------------------------------------|
| 4.8.1 | Stump removal (manual) | Each | R | R | R |
| 4.8.2 | Stump removal (mechanical) | Each | R | R | R |
| 4.8.3 | Vegetation Clearing | m ² | R | R | R |
| 4.8.4 | Bee Removal | Per swarm/ hive/ nest | R | R | R |
| 4.8.5 | Application of herbicide | m ² | R | R | R |
| 4.8.6 | Root Pruning | M ³ | R | R | R |
| 4.8.7 | After Hours / Emergency Rate | Per call out | R | R | R |

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 All logistical costs must be included in pricing .
- 5.9 The After Hours / Emergency Call-Out rate provided under pricing Schedule above is a once-off charge per call-out; and standard rates as per pricing Schedule will apply to items attended to per call-out.

Please note: Service rendered will be on an as and when required basis

| INITIALS OF CITY OFFICIALS | | |
|----------------------------|---|---|
| 1 | 2 | 3 |

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

| SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM | | |
|--|---------|---|
| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
| Lead partner | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

| Organ of State | Contract Description | Contract Period | Non-compliance/dispute (if any) |
|----------------|----------------------|-----------------|---------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 4.1 If YES, furnish particulars below

| |
|--|
| |
| |
| |
| |
| |
| |

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|---|---|---|
| Gender are women (ownership)* | 3 | |
| Race are black persons (ownership)* | 3 | |
| Disability are disabled persons (ownership)* | 1 | |
| Promotion of Micro and Small Enterprises | 3 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

| | | |
|----|----|----|
| 1. | 2. | 3. |
|----|----|----|

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

- 3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –**
 - (i) any municipal council;**
 - (ii) any provincial legislature; or**
 - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) an executive member of the accounting authority of any national or provincial public entity; or**
- (f) an employee of Parliament or a provincial legislature.**

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

| |
|--|
| |
| |
| |
| |
| |

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

If yes, the tenderer is required to set out the particulars in the table below:

| |
|--|
| |
| |
| |
| |
| |

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item | Question | Yes | No |
|-------|---|-------------------------------------|------------------------------------|
| 2.1 | <p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 2.1.1 | If so, furnish particulars: | | |
| 2.2 | <p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 2.2.1 | If so, furnish particulars: | | |
| 2.3 | <p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 2.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 2.4 | Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2.4.1 | If so, furnish particulars: | | |
| 2.5 | Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2.7.1 | If so, furnish particulars: | | |

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

| Physical Business address(es) of the tenderer | Municipal Account number(s) |
|--|-----------------------------|
| | |
| | |

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

| Name of Director / Member / Partner | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) |
|-------------------------------------|-----------------|--|-----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

Not Applicable

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 009S/2023/24 TREE MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF CAPE TOWN] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 10: Price Basis for Imported Resources

Not Applicable

Schedule 11: Schedule of Pre-Qualification Criteria Sub-Contractors

Not Applicable

SIGNED ON BEHALF OF TENDERER:

Schedule 12: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

| | Date of Document | Title of Document or Description (refer to clauses / schedules of this tender document where applicable) |
|-----|-------------------------|--|
| 1. | | |
| 2. | | |
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| 17. | | |

Attach additional pages if more space is required.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

| |
|---|
| Schedule 13: Record of Addenda to Tender Documents |
|---|

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
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| 4. | | |
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| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 14: Information to be provided with the tender

The following information shall be provided with the Tender:

Please complete the Schedules listed below for Evaluation Purposes

1. Schedule 14.1: Years of experience in Tree Management and Maintenance Services
2. Schedule 14.2 Value of projects in Tree Management and Maintenance Services
3. Schedule 14.3: SPECIFIC GOALS IN COMPLIANCE WITH SECTION 2(1)(d)(ii) OF THE ACT

SIGNED ON BEHALF OF TENDERER:

Tree Management and Maintenance Services

Please complete tables in full (each column).

Schedule 14.1 Years of experience in Tree Management and Maintenance Services

It is expected of the tenderer to provide his/her most recent Tree Management and Maintenance Services as per the table below. Tree Management and Maintenance Services refers to all tree pruning related work or tree felling/removal in the last 12 years.

NB: Tenderers to submit with the tender document Purchase Orders or Invoice for each project specified.

No points will be allocated if the above is not adhered to requirements.

14.1 (a) Pruning of trees

[illegible]

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14.1 (b) tree felling/removal

| Tree felling/removal | | | |
|----------------------|---------------|---|------------------------------------|
| Project name | Project scope | Purchase Order/Invoice (Copy to be attached) | Duration of project (in months) |
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Tree Management and Maintenance Services

Schedule 14.2 Value of projects in Tree Management and Maintenance Services

It is expected of the tenderer to provide his/her most recent **value of projects** for Tree Management and Maintenance Services as per the table below. The tenderer may thus duplicate the information on the previous table but need to provide the rand value of such project/s should they be applicable to the values outlined in page 10 (functionality page) Tree Management and Maintenance Services contracts refers to all tree pruning related work or tree felling/removal in the last 12 years.

NB: Tenderers to submit with the tender document Purchase Orders or Invoices for each project specified.

No points will be allocated if the above is not adhered to requirements.

14.2 (a) Pruning of trees

[illegible]

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14.2 (b) Tree removal

| Tree removal | | | |
|--------------|---------------|---|----------------|
| Project name | Project scope | Purchase Order/Invoice (Copy to be attached) | Value of order |
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14.3: SPECIFIC GOALS IN COMPLIANCE WITH SECTION 2(1)(d)(ii) OF THE ACT

Bidders are advised to tick the applicable box/es only.

| Specific goals allocated points | Total Points = 10 |
|--|--------------------------|
| Gender are women (ownership) 3 points | |
| Race are black persons (ownership) 3 points | |
| Disability are disabled persons (ownership) 1 points | |
| Promotion of Micro and Small Enterprises 3 points | |

NB: Bidders are encouraged to submit supporting documents if they have ticked the relevant box/es. Failure to submit the required information may result in a bidder forfeiting the points.

| | | | |
|---|--|---|------------------|
| TENDER DOCUMENT GOODS AND SERVICES | |  <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div> | |
| SUPPLY CHAIN MANAGEMENT | | | |
| SCM - 542 | Approved by Branch Manager: 03/04/2020 | Version: 8 | Page 7272 of 131 |

TENDER NO: 009S/2023/24

TENDER DESCRIPTION: TREE MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT FOR A PERIOD NOT EXCEEDING 36 MONTHS

VOLUME 3: DRAFT CONTRACT

| TENDERER | |
|--|--|
| NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual | |
| TRADING AS (if different from above) | |

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The supplier shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The purchaser shall:**
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

- 5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

- 5.8 Intellectual Property

- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

- 5.8.3 The supplier shall, and warrants that it shall:

- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 Not Applicable

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the

contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.
- The penalty for this contract shall be 5% of the Purchase Order value, deducted should the service not commence within 72 hours of receipt of the Purchase Order and / or not adhering to the agreed upon time frames / delivery period as determined in the Purchase Order.
 - The contractor must make contact with the City Official within 72 hours from receiving the purchase order/s. At the site meeting a programme to determine the commencement of the work will be determined and agreed to. Should the work not be completed within the specified timeframe agreed to, penalties as contained in Clause 22 of the special conditions of contract and/or the City of Cape Town's approved dispute resolution process will be implemented.
 - Should the work not be satisfactory/or as per instruction of City Official, or to Tender Specifications a penalty of 10% would be applied against the Purchase Order.
- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

The penalty for this contract shall be 5% of the Purchase Order value, which will be deducted should the service not commence within 48 hours of receipt of the Purchase Order and / or not adhering to the agreed upon time frames / delivery period.

The contractor must contact the responsible official within 24 hrs after receiving the purchase order in the event the purchase is send directly to the contractor.

If the work is not carried out as per specification within the agreed time period, the 5% penalty may also be imposed at the discretion of the responsible city official.

A checklist will be completed following the completion of each works project prior to any purchase order being signed off and paid.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention

to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part,

TENDER NO:009S/2023/24

and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**Not applicable****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no _____: _____ and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

(10) FORM OF ADVANCE PAYMENT GUARANTEE

Not Applicable

(10.1) ADVANCE PAYMENT SCHEDULE

Not Applicable

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

 Witness

 for and on behalf of
 City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 009S/2023/24

TENDER DESCRIPTION: TREE MANAGEMENT AND MAINTENANCE SERVICES FOR THE CITY OF CAPE TOWN

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

Tenderers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words “or equivalent”

A. SCOPE OF WORK

This project comprises the below items of work, to be carried out in accordance with this Project Specification, to the satisfaction of the City of Cape Town.

Scheduling time frames (completion dates) for projects will be agreed upon between the responsible official and contractor in writing prior to commencement of work.

The contractor will notify all affected residents, communities of his pruning program before commencement of work.

B. BACKGROUND

This tender is for various tree related functions in the Community Services and Health Directorate. It is therefore expected of the contractor when submitting a tender to be in possession of the minimum resources to execute the work within the sub-areas as stipulated in the pricing schedule.

Contractors are required to calculate and provide a price per tree

It is the responsibility of the Contractor to verify all measurements of those areas requiring pruning and removal of trees for costing purposes prior to commencement of services.

The contractor should familiarise himself with the environment, social behaviour and risks associated in these areas before submitting a bid.

AREAS TO BE MAINTAINED IN THIS TENDER (Bidders to note this is not an exhaustive list but should be used as a guide).

| | |
|---|---|
| <p style="text-align: center;">Area 1A (Area 1.3 and 1.4)</p> | <p>Acacia Park, Amanda Glen, Annandale Farm, Atlas Gardens Business Park, Aurora, Baronetcy Estate, Bethanie, Bloemhof, Blomvlei, Bo Oakdale, Bothasig, Brentwood Park - Durbanville, Brooklyn, Burgundy Estate, Cape Farms - District C, Century City, Chantecler, Clara Anna Fontein, De Duin, De Grendel Farm, Door De Kraal, Door De Kraal Farm, D'Urbanvale, Durbanville, Durbanville Hills, Durbanville Meadows, Durbell, Durmonte, Edgemead, Epping Industria 1, Everglen, Eversdal, Eversdal Heights, Fisantekraal, Fisantekraal Industrial, Goedemoed, Graanendal, Greenville Garden City, Hoheizen, Joostenbergvlakte Smallholdings, Kaapzicht, Kanonberg, Kenridge, Kensington, Kleinbosch, Klipheuwel Housing Scheme, Kraaifontein, Lagoon Beach, Langa, Langeberg Village, Loevenstein, Maitland, Maitland Garden Village, Malmesbury Farms, Metro, Mikpunt, Montague, Monte Vista, Morningstar, Mowbray, Natures Valley, Nerina, Nieuw Maastricht-1, Nieuw Maastricht-2, Northgate, O'Kennedyville, Oude Westhof, Paarl Farms, Panorama, Petrosa Tank Farm, Philadelphia, Pinelands, Platteklouf 1, Platteklouf 2, Platteklouf 3, Platteklouf Glen, Protea Valley, Proteaville, Richmond Park, Richwood, Ridgeworth, Rosedale - Durbanville, Rosendal, Rosenpark, Rugby, Ruitershoogte, Sanddrift, Schoongezicht, Selborne, Sonnendal, Sonstraal, Springfield, Stellenberg, Stellenbosch Univ, Stellenridge, Stellenryk, The Crest, Thornton, Tijgerhof, Tygervally, Tygervally Waterfront, Valmary Park, Van Riebeeckshof, Vergesig, Vierlanden, Vygeboom, Wairoa, Waterkloof, De Bron Ext 44, Welgedacht,</p> |
|---|---|

| | |
|------------------------------------|---|
| | Welgelegen, Welgemoed, Welgevonden, Wellway Park, Wellway Park East, Westerdale, Windermere, Wingfield, Ysterplaat |
| Area 1B (Area 1.1, 1.2 and 1.5) | Annandale, Arauna, Atlantis Industrial, Avalon Estate, Avondale - Wesfleur, Bantry Bay, Beacon Hill, Belmont Park, Big Bay, Blaauwbergstrand, Bloekombos, Blouberg Rise, Blouberg Sands, Blouberggrant, Bo-Kaap, Bonnie Brae, Bonnie Brook, Botfontein Smallholdings, Bottelary Smallholdings 2, Bracken Heights, Brackenfell Central, Brackenfell Common, Brackenfell Industria, Brackenfell South, Brandwag, Brantwood, Buh-Rein Estate, Burgundy, Camps Bay / Bakoven, Cape Farms - District B, Cape Gate, Cape Town City Centre, Clifton, De Oude Spruit, District Six, Dunoon, Edenpark, Eikendal, Everite Industria, Ferndale, Flamingo Vlei, Foreshore, Fresnaye, Gardens, Goliath Estate, Green Point, Haasendal, Hoogstede, Hout Bay, Joe Slovo Park, Kaapsig, Killarney Gardens, Kleinbegin, Kleinbron, Kraaifontein East, Kraaifontein Industria, Kuilsrivier Golf Course, Langeberg Hoogte, Langeberg Ridge, Letru, Llandudno, Mabelle Park, Mamre, Marconi Beam, Melkbosch Strand, Milnerton, Milnerton Ridge, Montague Gardens, Morgan Industria, Morgenster, Morgenster Heights, Mouille Point, Normandie Estate, Northpine, Observatory, Okavango Park, Oranjezicht, Oudekraal, Paarden Eiland, Parklands, Peerless Park East, Peerless Park North, Peerless Park West, Pella, Phoenix, Pinehurst, Protea Heights, Protea Park - Wesfleur, Protea Village, Racing Park, Rivergate, Robinvale, Rosebank, Royal Ascot, Ruwari, Salt River, Sandown, Saxonsea, Saxonwood, Scottsdale, Scottsville, Sea Point, Sherwood, Signal Hill / Lions Head, Soneike I, Soneike II, Sonkring, Sonnekul, Sonstraal Heights, Springbokpark, St Michaels, Summer Greens, Summerville, Sunningdale, Sunridge, Sunset Beach, Table Mountain, Table View, Tamboerskloof, The Stables, Three Anchor Bay, Uitzicht, Viking Village, Vredehoek, Vredeloof, Vredeloof East, Vredeloof Heights, Wallacedene, Wesfleur, West Beach, West Riding, Windsor Estate, Windsor Park Estate, Witsand, Woodstock, Wynland Industrial Park, Zoo Park |
| Area 2A (Area 2.3 and 2.4) | Aan De Wijnlanden Estate, Amandelrug, Amandelsig, Austinville, Barnet Molokwana Corner, Bellville Teachers College, Benno Park, Blackheath Industria, Blue Downs Cbd, Bongani, Bosonia, Brentwood Park - Blue Downs, Camelot, Danarand, De Kuilen, De Wijnlanden Estate, Delro Village, Dennemere, Des Hampden, Dreamworld, Driftsands, Eensgevonden, Eersterivier, Eersterivier Industria, Eersterivier South, Eikenbosch Kuils River, Ekuphumleni, Electric City, Elim, Endlovini, Eyethu, Fairdale, Faure, Forest Heights, Forest Village, Fountain Village, Gaylee, Gersham, Good Hope, Graceland, Greenfields, Hagley, Happy Valley, Harare, Highbury, Highbury Park, Highgate, Hillcrest Heights, Hindle Park, Hunters Creek, Ikwezi Park, Ilitha Park, Jacarandas, Jacobsdal Smallholdings, Jagtershof, Jan Kriel, Kalkfontein, Khaya, Khayelitsha, Klein Zevenwacht, Kleinvlei Town, Klipdam, Kloofzicht, Kuils River Common, Kuils River Sports Grounds, Kuilsrivier Industria, Kuilsrivier South Smallholdings, Kuyasa, Lillydale, Loucharmante, Malibu Village, Mandela Park, Mfuleni, Mikro Park, Mitchells Plain Cbd, Mxolisi Phetani, Nonqubela, Oakdene, Penhill, Rosedale - Klein Vlei, Rotterdam, Rouxville, Rustdal, Sabata Dalindyebo Square, Sarepta, Saxenburg Park 1, Saxenburg Park 2, Silveroaks, Silversands, Silvertown - Khayelitsha, St Dumas, Stellenbosch Farms (Blue Downs), Stellenbosch Farms (Kuilsrivier), Stellendale, Sunbird Park, The Conifers, Thembokwezi, Turtle Creek, Tuscany Glen, Victoria Mxenge, Voelvlei, Vredelust Kuils River, Welmoed Cemetery, Welmoed Estate, Wembley Park, Wesbank, Wimbledon Estate, Zevendal, Zevenwacht Country Estate, Zevenwacht Farm Village, Zevenwacht Mall, Zevenwacht Retirement Village, Zevenzicht |

| | |
|---------------------------------------|---|
| <p>Area 2B (Area 2.1 and 2.2)</p> | <p>Admirals Park, Anchorage Park, Antilles/Cayman Beach, Asanda, Asla Park, Audas Estate, Bel'Aire, Bell Glen, Bene Township, Berbago, Bizweni, Boskloof, Braeview, Brandwacht, Bridgebank, Bridgewater, Briza, Broadlands, Broadlands Park, Broadlands Village, Carey Park, Carwick, Chris Hani Park, Chris Nissen Park, Croydon, Croydon Olive Estate, Croydon Vineyard Estate, De Velde, Deaconville, Deepfreeze, Dennegeur, Die Wingerd, Dobson, Dorhill, Enkanini, Erinvale Estate, Fairview Golf Estate, Fernwood, Firgrove, Firgrove Rural, Firlands, Fraaigelegen, Gants Park, Garden Village, George Park, Goede Hoop, Goedehoop, Golden Acre, Golden Hill Ext 1, Gordon Heights, Gordons Bay, Gordons Bay Ext 12, Gordons Bay Village, Gordons Strand Estate, Greenways, Harbour Island, Heartland Beach Road Precinct, Heartland Historic Precinct, Helderberg Estate, Helderberg Industrial Park, Helderberg Park, Helderberg Rural, Helderberg Village, Helderrant, Heldervue, Helderzicht, Helena Heights, Heritage Park, High Riding, Highveld, Humanshof, Illaire, Jacques Hill, Jonkers Hoogte, Kalamunda, Kelderhof, La Concorde, La Montagne, La Sandra, Land En Zeezicht, Longdown Estate, Lourensia Park, Lwandle, Lynn'S View, Macassar, Macassar Beach, Macassar Village, Mall Interchange, Mall Motor City, Mall Triangle, Mansfield Industria, Martinville, Marvinpark, Mission Grounds, Montchere, Monte Sereno, Monwabisi, Morningside, Mountainside, Mountainside Estate, Mountainside Ext 2, Nature'S Valley, New Macassar, New Scheme, Nomzamo, Nutwood, Olive Grove, Onverwacht - Gordon'S Bay, Onverwacht - The Strand, Onverwacht Village, Paarde Vlei, Parel Vallei, Parelvallei Kleinhoewes, Pearl Marina, Pearl Rise, Protea Park - Gordon'S Bay, Riverside, Rome Glen, Roundhay, Sandvlei, Schonenberg, Sea Breeze Park, Sercor Park, Silvertas, Silberboomkloof, Sir Lowry'S Pass, Sir Lowry'S Pass Village Centre, Sitari Country Estate, Smartie Town, Somerset Forest, Somerset Ridge, Somerset West, Somerset West Business Park, Somerset West Country Club, Somerset West Nature Reserve, Southfork, Spanish Farm, Steenbras View, Stellenbosch Farms, Strand, Strand Golf Club, Strand Industria, Strandvale, Stuart'S Hill, Sun City, Temperance Town, The Link, Tre Donne, Twin Palms, Umrhabulo Triangle, Van Der Stel, Victoria Park, Vredenberg - Somerset West, Vredenzicht, Wedderwill Estate, Westridge - Somerset West, Winslow, World'S View - Caledon Farms, World'S View - Somerset West</p> |
| <p>Area 3A (Area 3.2 and 3.3)</p> | <p>Airport City, Avondale - Parow, Belgravia -Bellville, Belhar Ext 1, Belhar Ext 10, Belhar Ext 11, Belhar Ext 12, Belhar Ext 13, Belhar Ext 14, Belhar Ext 15, Belhar Ext 16, Belhar Ext 17, Belhar Ext 18, Belhar Ext 19, Belhar Ext 2, Belhar Ext 20, Belhar Ext 21, Belhar Ext 22, Belhar Ext 23, Belhar Ext 3, Belhar Ext 4, Belhar Ext 5, Belhar Ext 6, Belhar Ext 7, Belhar Ext 8, Belhar Ext 9, Bellair, Bellville Cbd, Bellville Landfill, Bellville South, Bellville South Industria, Belrail, Belvedere Tygerberg, Bishop Lavis, Blommendal, Blomtuin, Bonteheuwel, Boquinar Industrial Area, Bosbell, Boston, Cape Town Airport, Charlesville, Chrismar, Churchill Estate, Clamhall, Cput, De La Haye, De Tijger, Delft 1 & 2, Delft 3, Delft 4, Delft 5, Delft 6, Delft 7, Delft 8, Delft 9, Delft South, Dunrobin, Eindhoven, Fairfield Estate, Glenhaven, Greenlands, Groenvallei, Hardekraaltjie, Heemstede, Joubertpark, Kempenville, King David Country Club, Kingston, Klipkop, La Rochelle, Labiance, Leiden, Loumar, Marinda Park, Meyerhof, Montana, Montana Extension, Montevideo, Nooitgedacht, Oakdale, Oakglen, Oosterzee-Bellville, Parow East, Parow Golf Course, Parow Industria, Parow North, Ravensmead, Roosendal, Sack'S Circle Industria, Sanlamhof, Saxon Industrial, Shirley Park, Sirrocco'S, Stikland, Stikland Hospitaal, Stikland Industria, The Hague, Transnet Marshalling Yard, Triangle Farm, Tygerberg Hospital, Uwc, Valhalla Park, Vogelvlei, Voorbrug, Vredelust Bellville, Vredenberg - Bellville</p> |
| <p>Area 3B (Area 3.1 and 3.4)</p> | <p>Adriaanse, Athlone, Avon, Avonwood, Balvenie, Beaconvale, Belgravia, Belthorn Estate, Bridgetown, Clarkes Estate, Connaught, Cravenby, Crawford, Elnor, Elsies River, Elsies River Industria, Epping Forest, Epping Industria 2, Eureka Estate, Florida, Gatesville, Glenlily, Glenwood, Goodrail, Goodwood Ext 1, Goodwood Estate, Guguletu, Hanover Park, Hatton, Hazendal, Heideveld, Kalksteenfontein, Kewtown, Lansdowne, Leonsdale, Manenberg, Matroosfontein, Modderdam, Mountview, N1-Stad, Newfields, Nyanga, Parow, Parow Valley, Penlyn Estate, Pinati Estate, Richmond, Richmond Estate, Riverton Elsies River, Rondebosch East, Ruyterwacht, Rylands, Sand Industria, Silvertown, Surrey Estate, Sybrand Park, The Range, Townsend Estate, Tygerdal, Uitsig, Vanguard Estate, Vasco Estate, Welcome Estate, Wp Park, Wp Showgrounds</p> |

| | |
|-------------------------------|---|
| Area 4A (Area 4.1 and 4.4) | Beacon Valley, Bishops court, Cape Farms - District H, Castle Rock, Claremont, Clovelly, Colorado Park, Constantia, Eastridge, Fish Hoek, Glencairn, Harmony Village, Highlands Village, Hyde Park, Kenilworth, Kommetjie, Lentegeur, Misty Cliffs, Morgans Village, New Woodlands, Newlands, Noordhoek, Ocean View, Philippi, Portland, Rocklands, Rondebosch, Rondevlei Park, Scarborough, Simon'S Town, Smitswinkelbaai, Strandfontein, Sun Valley, Sunnyside, Tafelsig, Weltevreden Valley, Westgate, Westridge - Mitchells Plain, Wildwood, Wolfgat Nature Reserve, Woodlands, Wynberg, Wynberg Nu |
| Area 4B (Area 4.2 and 4.3) | Airport, Bergvliet, Crossroads, Diep River, Eagle Park, Elfindale, False Bay Coastal Park, Grassy Park, Heathfield, Kalk Bay, Kirstenhof, Lakeside, Lavender Hill, Lotus River, Meadowridge, Muizenberg, Ottery, Parkwood, Peacock Close, Pelikan Heights, Pelikan Park, Philippi Park, Plumstead, Retreat, Seawinds, Southfield, St James, Steenberg, Tokai, Vrygrond, Westlake, Wetton, Zeekoevlei |

C. GENERAL

- a. The specification is to be seen as the minimum requirement with respect to the pruning of trees.
- b. The primary literature source is "**Arboriculture: Integrated Management of Landscape Trees, Shrubs, and Vines**" by Richard W. Harris, 2nd edition (the text contains illustrations from this book).
- c. In some instances, it will be best practice to remove trees due to circumstance i.e. dead or dangerously overhanging branches etc. The specification does not make provision for the replacement of these trees with suitable trees and the recommendations as to replacements shall be made in consultation with the Director Recreation and Parks or his delegated person.
- d. The specification insists on the obedience of all mandatory requirements with respect to the pruning of trees and to adhere to any legislation that might have a direct influence in the activity. These requirements are indicated below, or relevant legislation is referred to.
- e. The specification insists on the use of the safest practice possible, with respect to personnel, personal, public, private and utility property. In some instances, the safest practice possible would be to liaise with better qualified or equipped entities before attempting daunting tasks. This is encouraged, and is implicit to every function discussed within the specification.

DEFINITIONS

Arborist: A professional who, through experience and related training, possesses the technical competence to provide for or supervise the management of trees and other woody plants in the residential, commercial, and public landscape.

Branch bark ridge: The raised area of bark in the branch crotch that marks where the branch wood and trunk wood meet.

Branch collar: The swollen area at the base of a branch.

Callus: Undifferentiated tissue formed by the cambium layer around a wound.

Cambium: The dividing layer of cells that forms sapwood (xylem) to the inside and inner bark (phloem) to the outside.

Cleaning: Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches to reduce risk.

Climbing spurs: Sharp, pointed devices affixed to a climber's boot used to assist in climbing

trees. (syn.: gaffs, hooks, spurs, spikes, climbers).

Closure: The process of woundwood covering a cut or other tree injury.

Crown: The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.

Decay: The degradation of woody tissue caused by organisms.

Drop-crotch: reducing the height of a tree by thinning the terminal to a large lateral.

Establishment: The point after planting when a tree's root system has grown sufficiently into the surrounding soil to support shoot growth and anchor the tree.

Final cut: A cut that completes the removal or reduction of a branch or stub.

Frond: A leaf of a palm.

Horizontal plane: *For palms:* An imaginary level surface at the base of live frond petioles.

Included bark: bark enclosed between branches with narrow angles of attachment, forming a wedge between the branches.

Lateral branch: A shoot or stem growing from a parent branch or stem.

Leader: A dominant or co-dominant, upright stem.

Limb: A large, prominent branch.

Parent branch or stem: A tree trunk, limb, or prominent branch from which shoots or stems grow.

Precut: The two-cut process used to remove a branch portion before the final cut is made in order to prevent splitting or bark tearing in the parent stem.

Pruning: The removal of plant parts.

Qualified tree worker: A worker who, through related training and on-the-job experience, is familiar with the hazards of pruning, trimming, repairing, maintaining, or removing trees and with the equipment used in such operations, and has demonstrated ability in the performance of the special techniques involved.

Raising / crown lifting: Selective pruning to provide vertical clearance.

Reduction: Selective pruning to decrease height and/or spread.

Restoration: Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.

Shall: As used in this standard, denotes a mandatory requirement.

Should: As used in this standard, denotes an advisory recommendation.

Stub: An undesirable short length of a branch remaining after a break or incorrect pruning cut is made.

Thinning: Selective pruning to reduce density of live branches or to increase light penetration

Throw-line: A small, lightweight line with a weighted end used to position a climber's rope in a tree.

Topping: The reduction of a tree's size using heading cuts that shorten limbs or branches back to a predetermined crown limit. Topping is not an acceptable pruning practice. Also referred to as topping.

Urban/residential areas: Locations, such as populated areas including public and private property, that are normally associated with human activity.

Utility: An entity that delivers a public service, such as electricity or communications.

Water sprouts: New stems originating from epicormic buds. (syn.: epicormic shoots).

Wound: An opening that is created when the bark of a live branch or stem is penetrated, cut, or removed.

Xylem: Wood tissue. Active xylem is sapwood; inactive xylem is heartwood.

Applicable Rules and Legislation

- The Contractor shall conduct all work in terms of the applicable rules and legislation.
- The onus for establishing the applicable rules and legislation rests with the Contractor.
- The Occupational Health and Safety Act (latest amendment to be obtained from the Department of Labour) and associated Regulations promulgated in terms of the Occupational Health and Safety Act.
- Health and Safety Act are at all times applicable to all functions conducted in terms of this specification.
- Rules unique to the Client are to be adhered to, to the extent that they do not clash or contradict with any determinations in the Occupational Health and Safety Act and associated Regulations.
- This specification is at all times subject to the requirements of the law as determined in the applicable legislation discussed above.
- Where there is doubt on the part of the Contractor as to the application of Rules and Legislation there is a duty placed upon the Contractor to consult the parties listed in this specification – see Contact Details above.

Minimum Safe Working Procedures and Clearances

The contractor will ensure that where they operate alongside roads and sidewalks, they demarcate the area and make it safe. Warning signs must be put in place. Re-route traffic and pedestrians. Decide on HIRA specific site risks and decide on action and emergency plans. At all-time competent personnel perform pruning duties.

When working close to live **electrical overhead lines** the Recreation and Parks (RP) contact person (superintendent or Head) will arrange for electrical power to be disconnected in order to carry out tree work safely.

1 OPERATIONAL SCOPE OF WORK

Tree related work will take place within various suburbs throughout the City.

It is expected from the contractor to assist the City with after hours and/or emergency tree work on short notice. Furthermore, it is recommended that the contractor have a core source of resources available especially during the Cape winter months for this task.

The After Hours / Emergency Call-Out rate for all areas is a once-off charge per call-out; and standard rates as per pricing Schedule will apply to items attended to per call-out.

After Hours: From 16h00 until 7h30 (the next day), weekends and public holidays

1.1 Pruning of Trees

Size of trees:

- Small: <3 meters above ground;
- Medium: 3.1 to 7 meters above ground
- Large: 7.1 to 16 meters above ground

- d. Extra Large Trees: >16 meters above ground level
- e. Obstructing Trees: Only applicable to 7 meters and above - Trees or part of trees that interfere with overhead utility lines; or is within reach of the lines. Relevant safety precautions to be taken as guided by Electricity Department (for electrical lines)

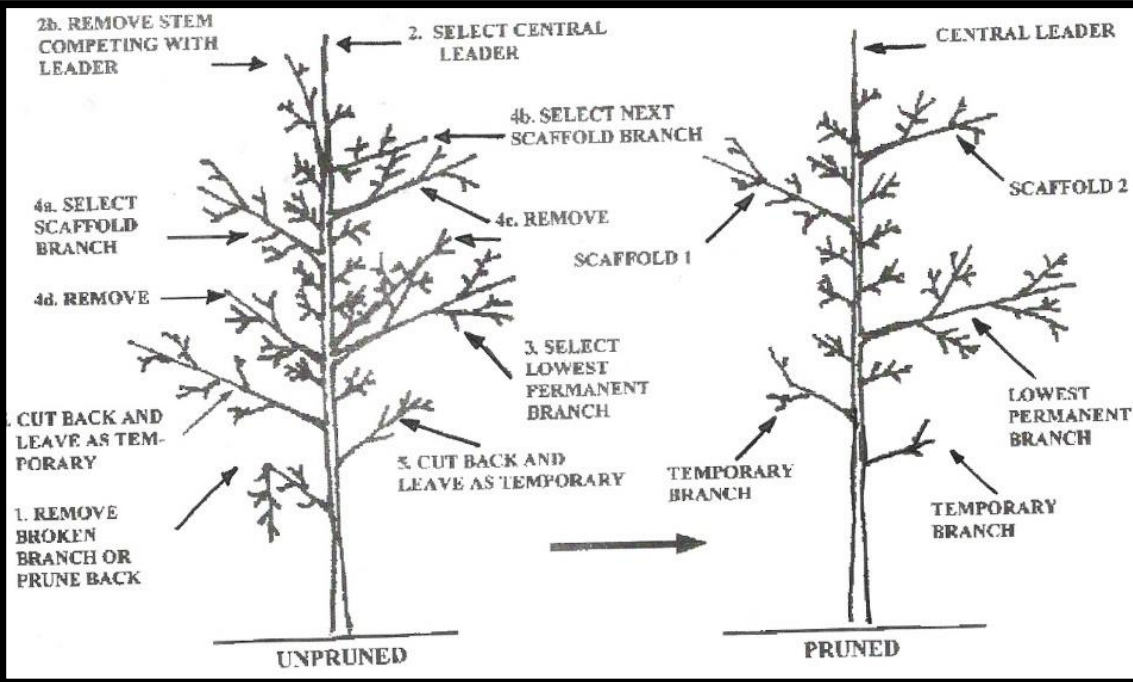
The representative of the department:


- Determines tree size in consultation with contractor (**and not the contractor only**):
- Prescribes the **work requirement** (type pruning activity) that should be carried out. It may be more than one activity per tree. Refer to definitions of pruning activities.
- Note that some trees may be in confined spaces such as informal settlements, narrow lanes, close to structures etc.

Disclaimer: Discrepancies in trees sizes, the onus rests on the contractor to prove to PM the actual size of the tree.

Definitions of Work Requirements.

| | |
|----------------|--|
| Crown Cleaning | <p>The selective removal of <u>dead</u>, dying or diseased branches, weak branches and water sprouts in order to make the tree safer and to improve appearance. May also be called "dead wooding".</p> <p>Removal of dead branch stubs</p> <div data-bbox="464 869 847 1167" data-label="Image"> </div> <p>A dead branch stub that has a collar of live wood should be cut just at the outer edge of the collar.</p> |
| Crown Thinning | <p>The selective removal of <u>live</u> branches to increase light penetration and air movement through the crown. Thinning "opens up" the foliage of a tree and reduces weight on heavy limbs. Not more than 33% lining branches may be removed (species dependent).</p> <div data-bbox="272 1391 1002 1944" data-label="Image"> </div> |

| | |
|-------------------|--|
| Crown lifting | <p>Also Crown raising. Remove branches to allow space below canopy (also above roads, footways, for mowing, vehicle and pedestrian flow)</p> <p>Trees are normally lifted 4m above road surfaces and 2m over footways. Not more than 33% of the lower trunk may be cleared.</p> |
| Crown Restoration | <p>Crown restoration is a method of reshaping a tree that was topped, improperly pruned, vandalized, damaged by storms or winds, or by any other force, to a more natural form, and growing habit. It may involve removal of dead, dying, broken limbs. Broken limbs to be neatly cut back to correct location (just outside Bark collar). See picture.</p> |
| Formative Pruning | <p>The process of shaping a young tree.</p> <p>Steps:</p> <ul style="list-style-type: none"> • Remove broken, diseased, dying, or dead branches. • Select a leader and remove competing leaders. • Select the lowest permanent branch: Also called the lowest scaffold branch. The lowest permanent branch is the lowest branch attached to the trunk that will remain on the tree throughout its lifetime. The location and use of the tree usually determine the position or height of the lowest permanent branch. For a street tree, the lowest permanent branch over the sidewalk might be 2.4 meters, while over the street at least 4.3 meters of clearance may be required. • Select scaffold branches and cut back or remove competing branches: Scaffold branches are the permanent branches of the tree and constitute much of its framework. Scaffolds are located above the lowest permanent branch and are selected based on spacing and size considerations. • Select temporary branches below the lowest permanent branch: Some or all of the branches located below the lowest permanent branch can be retained a temporary branch. Remove branches with a diameter greater than one-third of the diameter of the trunk at the point of attachment. Shorten the length of temporaries to two to four buds.  <p>Leave Temporary branches as protection</p> |

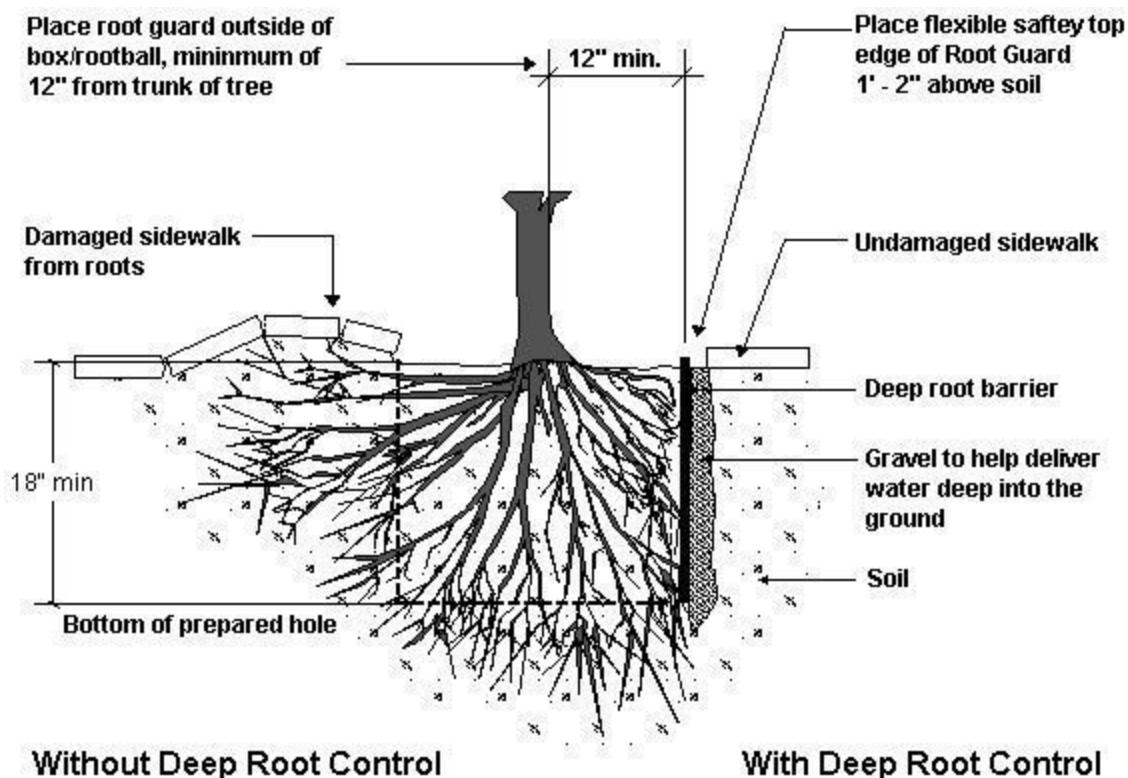
| | |
|---------------------------------|--|
| |  <ul style="list-style-type: none"> • Branches below the lowest permanent branch will strengthen and protect the trunk. When young trees have not yet reached the desired height of the lowest scaffold, treat laterals as temporary branches. Remove vigorous laterals if less vigorous laterals can be selected. • The laterals can protect the trunk from the effects of the sun, shade and nourish the trunk. Bark on younger trees can be protected in this way and the damage in the right pane (Figure 11) can be avoided or reduced to a considerable degree. • The temporary branches can be reduced as the young tree develops and the trunk becomes more supportive. |
| Conform to building / structure | Trim a tree by cutting away branches or stems to conform to / accommodate adjacent building or structure. Trim as required by CCT official. Recommend to trim one meter away from any structure (such as roofs, gutters). |
| Utility Line clearance | <p>The purpose of utility pruning is to prevent damage to overhead lines in order to prevent the loss of service. This may include clearing around electric fences. Work must comply with mandated clearance requirements. Branches may be cleared in shape of “tunnel” or “V cut” to allow lines through. No flat topping allowed. Provide minimum 500mm clearance to allow for growth or movement.</p> <p>Street lights; Clear 1500mm around in all directions to allow light spread.</p> |
| Palm Pruning | <p>Palm pruning should be performed when fronds (palm 'leaves'), fruit, or loose petioles may create a dangerous condition (can cause fire risk).</p> <p>Live healthy fronds, initiating at an angle of 45 degrees or greater from the horizontal plane, should not be removed.</p> <p>Fronds removed should be severed close to the petiole base without damaging living trunk tissue.</p> <p>Palm peeling (shaving) should consist of the removal of only the dead frond bases at the point they make contact with the trunk without damaging living trunk tissue.</p> <p>The use of climbing spurs is prohibited as the spurs leave wounds in the palm tree trunk that never heal in time, and are susceptible to disease and other illnesses.</p> |
| Sight & signals line pruning: | <p>Trim to improve visibility of any traffic signs or signals, view of security cameras, transmissions line of radio signals.</p> <p>Clear all traffic signals so that it is fully visible by motorist from drivers' position, Trim another 500mm to allow for future growth and movement in wind.</p> <p>Security cameras: Clear full viewing area plus 500mm to allow for growth or movement.</p> <p>Signals normally travel in straight “line of sight”. Clear this straight line plus 500mm for same reasons.</p> |
| Fruit and Berry removal | <p><u>Background:</u> Some bat species eat the fruit of some street trees. When the bats fly off; it often excretes against adjacent walls, cars etc. leaving nasty brown stains. This leads to numerous complaints and claims against the City. Currently the City removes berries by hand; as there is no other good alternative</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Berries / fruit must be handpicked (or knocked of tree branches with a stick or plank to remove |

| | |
|---|--|
| | <p>berries)</p> <ul style="list-style-type: none"> • Ensure 90% of berries are removed. • Foliage should be thinned by 10-15 % in same exercise. • Access to a cherry picker is recommended for the far reaching branches which are difficult for tree climbers to access. • Contractor may use chainsaw / or hand saw to remove unwanted branches as indicated by project manager. • No tree climbing spikes to be used • Contractor will take extreme care not to damage the tree or adjacent properties. Any damage caused will be carried by the contractor. • All fallen tree debris shall be removed the same day |
| Bee Removal | <p>Background: Bees and wasps often make nests in trees. This causes obvious challenges, particularly when any tree work has to be carried out.</p> <p>This item provides for the removal of bees and/or wasps from trees. Bees are valuable and play important ecological role and all efforts must be made to remove them in environmentally friendly manner.</p> <ol style="list-style-type: none"> 1. All bee removal activities must be performed by a qualified/competent person. 2. The person must be provided with all the necessary PPE (Personal Protective Equipment associated for bee relocation 3. Only under extreme circumstances may bees be exterminated as approved by relevant official, only once other options are exhausted. 4. Measures must be taken to prevent bees moving back. 5. <u>Quote per swarm / hive / nest</u> 6. Follow up visits should be included (max 2x visits) to ensure permanent removal of bees or wasps. |
| Painting of Tree Trunks to prevent bark stripping: | <p><u>Background:</u> Painting the trees' trunks spoil the bark and act as a deterrent against bark stripping</p> <ol style="list-style-type: none"> a. Prepare trunk by cleaning with coarse cloth (to remove dust / flakes) b. Paint main trunk and laterals with 2 layers of PVA paint (neutral colour such as light brown or grey); from base to a height of about 2.5 meter. c. Paint to be approved a City official. d. The following species are known targets: Fever Trees; Camphor trees, Norfolk pines and some indigenous forest species. e. The Vendor supplies all tools and material. f. Quote per application: recommend quarterly repeat |

1.2 Root pruning:

- Quote per cubic meter: Depth (0,5m normally) x width (0,3m normally) x length of trench(m) = cubic unit.
- The Contractor must re-instate the area to the same condition as before. Broken pavers must be replaced. Area properly compacted.
- Road Infrastructure Management (RIM) department will re-instate tarred surfaces (only)
- Root pruning and or root removal would refer to those tree roots that cause damage or risk to property (i.e. boundary walls or buildings or any infrastructure).
- Roots are important to tree survival and stability. A maximum of 25% of roots may be removed. Tree species, health, planting conditions must be taken into account.
- No root pruning work will commence without the approval from a city official. Instructions of what needs to be done with each tree will be given at a site meeting and the contractor or his agents needs to abide by what was agreed upon.
- Root pruning is subjective as roots are usually below/underground and not always visible. The contractor will therefore not assume that all roots within the area of work need to be removed. Where dispute arises of what needs to be removed or not, it is best to consult with the city official.

- It would be expected from the contractor to obtain the necessary wayleaves from all institutions before any root pruning works commence.
- Before any root pruning and or removal take place it is expected of the contractor to familiarize himself with the type of tree, its value within the environment, its size, age and any other factors that can influence his working methodology for the specific tree.
- Root pruning and /or removal will not take place closer than 1 meter from the base of the tree and no more than 0.5 meters deeper than Natural Ground Level. Any deviation needs to be discussed with the relevant departmental official prior to commencement of work. An alternative method is to make use of the CRZ (Critical Root Zone). The rule of thumb is the area 6x the diameter of the stem directly above the root crown
- The contractor must ensure that he has the correct address on a written works order (format) before executing any remedial root pruning and/ or root removal work. The contractor will be held liable for any damage to trees that were not on the instruction list.
- When working on tar sidewalks, the contractor will use a tar grinder to cut tar in a square edge around the tree with no sharp corners, rough cutting and / or manual edging with a kilo pick will be allowed.
- A root growth barrier must be installed where roots have been pruned (where required) to avoid re-growth ("Biobarrier" TM or equivalent) or 2mm HDPP plastic sheeting 500mm wide is recommended)
- When working on tree roots in sidewalks; it is expected of the contractor shall demarcate the working area clearly and to adhere to all necessary safety regulations. Traffic tape is recommended. Where possible open trenches should not be left overnight and the site should be made safe for pedestrians.
- No root pruning and /or removal will be allowed on private property.



NB: The image supplied above is only for illustrative purposes (12" = 30.5cm from trunk.)

2.1 **SITE CLEARING AND CLEANING**

- a) Normally this should take place in not more than 72 hours of cutting. No material may be left on City land over weekends.
- b) In urgent cases removal may be required immediately; and immediate removal may be required (example traffic risk)
- c) After cleaning the area must be free of any leaves, twigs, branches, roots or debris.
- d) Dumping must take place at any dedicated City disposal sites at the cost of the contractor or as otherwise stated.
- e) Safe storage: any material stored on site must be neatly stacked not obstructing roads, footways not obstructing any through ways and not causing risk. Stored material must be marked with demarcation / hazard tape.
- f) Burning or the lighting of fires is not permitted to dispose of removed vegetation.

2.2 **CONTACT DETAILS**

- a) The Representative from the Directorate Social Services
- b) Electrical Engineering Directorate for overhead lines
- c) Peace Officers from the Traffic Department
- d) Engineers from the Roads and Storm Water Directorate
- e) The Director Recreation and Parks
- f) City Emergency numbers: 107 (from landline) and 021 480 7700 from Cell phones.
- g) General City Enquiries (non emergencies): 0860 103 089
- h) Duty officer / Control Centre: List to be provided.

Contact details shall be provided to the Contractor at the time of appointment.

2.3 **TREE SAFETY INSPECTION PRIOR TO TREE WORK**

Before beginning work and while work is being performed, the onus rests on the contractor to inspect the tree for safety. An arborist, qualified tree worker, or qualified tree worker trainee under direct supervision shall visually inspect each tree. If a condition is observed that requires additional attention, this condition should be brought to the attention of an immediate supervisor or the person responsible for authorizing the work.

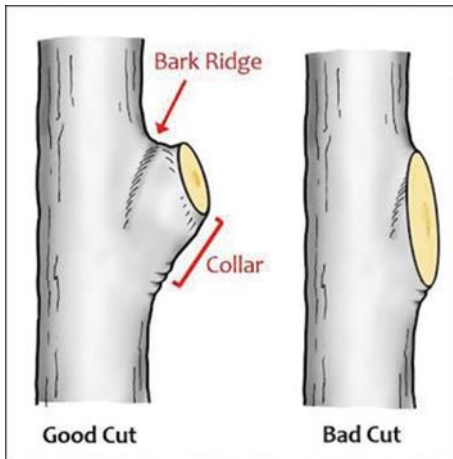
2.4 **TOOLS AND EQUIPMENT**

- Pruning tools used in making pruning cuts shall be sharp.
- Equipment and work practices that damage living tissue and bark beyond the scope of the work should be avoided.
- Climbing spurs shall not be used when climbing and pruning trees, except on tree removal and on dead / dying trees, or in emergencies such as aerial rescue.
- Climbing spurs may be used only when limbs are more than throw-line distance apart, when
 - the bark is thick enough to prevent damage to the cambium, or when there is no other means of

- climbing the tree.

2.5 PRUNING CUTS

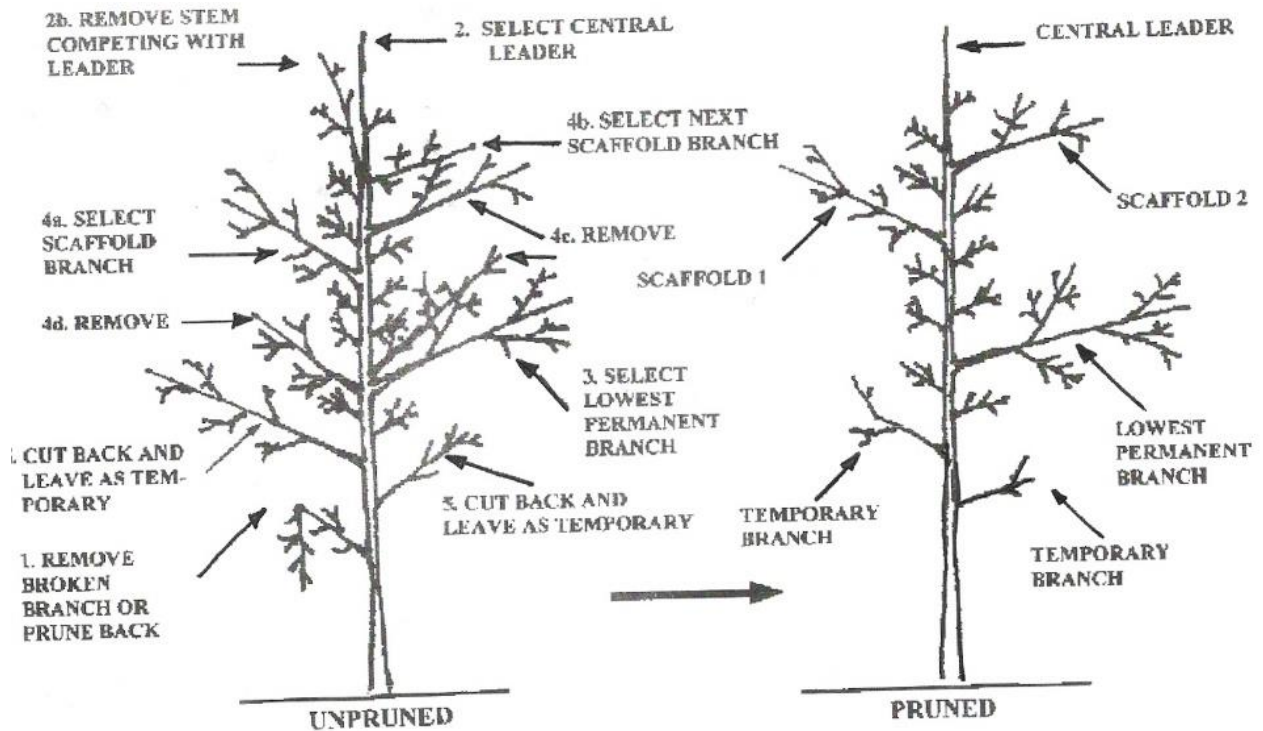
- A pruning cut that removes a branch at its point of origin shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub.
- When removing a dead branch, the final cut shall be made just outside the collar of living tissue.
- Tree branches shall be removed in such a manner so as not to cause damage to other parts of the tree or to other plants or property. Branches too large to support with one hand shall be pre-cut to avoid splitting of the wood or tearing of the bark. Where necessary, ropes or other equipment shall be used to lower large branches or portions of branches to the ground.



2.6 WOUND TREATMENT: Wound dressings should not be used to cover wounds or pruning cuts, except when recommended for disease, insect, mistletoe, or sprout control, or for cosmetic reasons.

2.7 YOUNG TREE PRUNING

- Remove broken, diseased, dying, or dead branches.
- Select a leader and remove competing leaders.
- Select the lowest permanent branch: Also called the lowest scaffold branch. The lowest permanent branch is the lowest branch attached to the trunk that will remain on the tree throughout its lifetime. The location and use of the tree usually determine the position or height of the lowest permanent branch. For a street tree, the lowest permanent branch over the sidewalk might be 2.4 meters, while over the street at least 4.3 meters of clearance may be required.
- Select scaffold branches and cut back or remove competing branches: Scaffold branches are the permanent branches of the tree and constitute much of its framework. Scaffolds are located above the lowest permanent branch and are selected based on spacing and size considerations.
- Select temporary branches below the lowest permanent branch: Some or all of the branches located below the lowest permanent branch can be retained a temporary branch. Remove branches with a diameter greater than one-third of the diameter of the trunk at the point of attachment. Shorten the length of temporaries to two to four buds.



2.8 PRUNING TECHNIQUES

Removal of large limbs in Three Steps (Important)

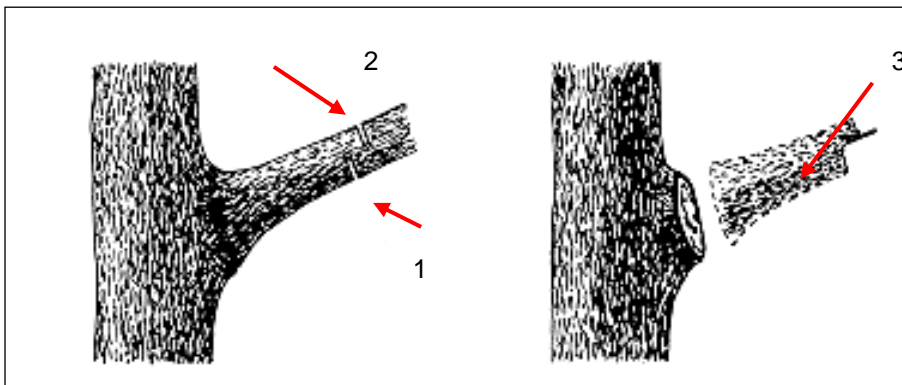


Figure 1: Reproduced from "Arboriculture: Integrated Management of Landscape Trees, Shrubs, and Vines" by Richard W. Harris, 2nd edition.

This technique should be considered for branches larger than 25 mm, and is mandatory for branches larger than 50 mm in diameter.

1. The first cut is made on the underside of the branch approximately 300 mm from the crotch. The depth of the cut shall be 25% of the branch diameter.
2. The second cut is then made within 25 mm of the first cut, on the top side of the limb – until the limb falls off. The second cut must be made further along the branch (further from the crotch) than the first cut – will prevent splitting.
3. The 3rd cut neatens matters, and is placed just beyond the branch bark ridge – as discussed in pruning above.

Drop-crotch pruning

The lateral to which a branch or trunk is cut should have at least one third to one half the diameter of the cut being made.

Little or no stub remains.

The response to thinning is distributed more evenly throughout the plant than is the response to heading. The plant becomes more open but retains its natural form. Growth is less vigorous after thinning, compared to heading.

Pruning cuts

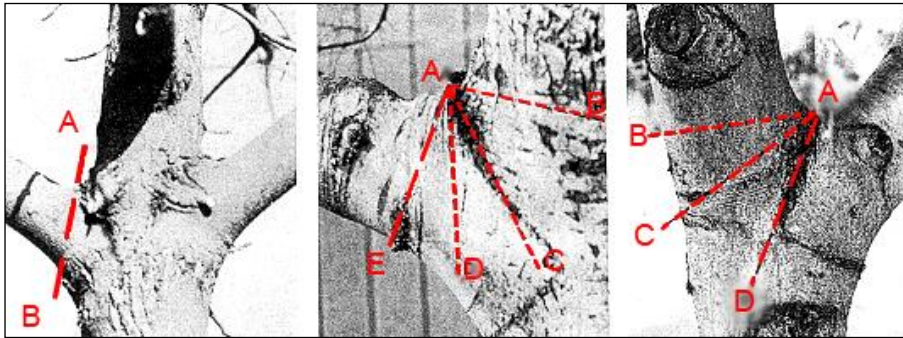
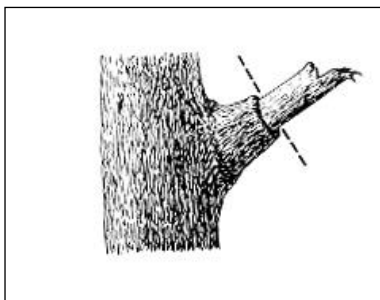


FIGURE 3: PRUNING CUTS

Flush cuts are not recommended due to their size and the resultant exposure of trunk tissue to the possibility of decay.

Best position for final cuts: Pictures above Left to Right: Line A-B; A-E, A-C

Removal of dead branch stubs



A dead branch stub that has a collar of live wood should be cut just at the outer edge of the collar.

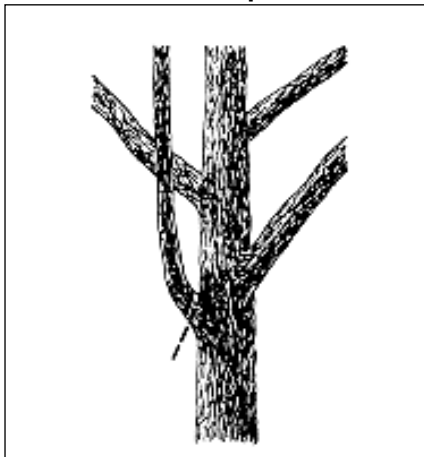
Temporary branches as protection



FIGURE 11: TEMPORARY BRANCHES AS PROTECTION

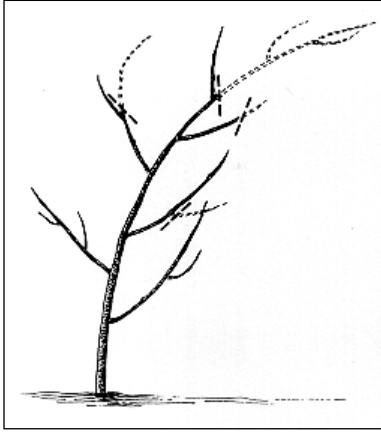
- Branches below the lowest permanent branch will strengthen and protect the trunk. When young trees have not yet reached the desired height of the lowest scaffold, treat laterals as temporary branches. Remove vigorous laterals if less vigorous laterals can be selected.
- The laterals can protect the trunk from the effects of the sun, shade and nourish the trunk. Bark on younger trees can be protected in this way and the damage in the right pane (Figure 11) can be avoided or reduced to a considerable degree.
- The temporary branches can be reduced as the young tree develops and the trunk becomes more supportive.

Removal of water sprouts



Occasionally a young vigorous branch will grow more upright than others and will compete with the leader. Unless the sector is devoid of other limbs, the upright branch should be removed.

Improve symmetry from wind-deformed tree



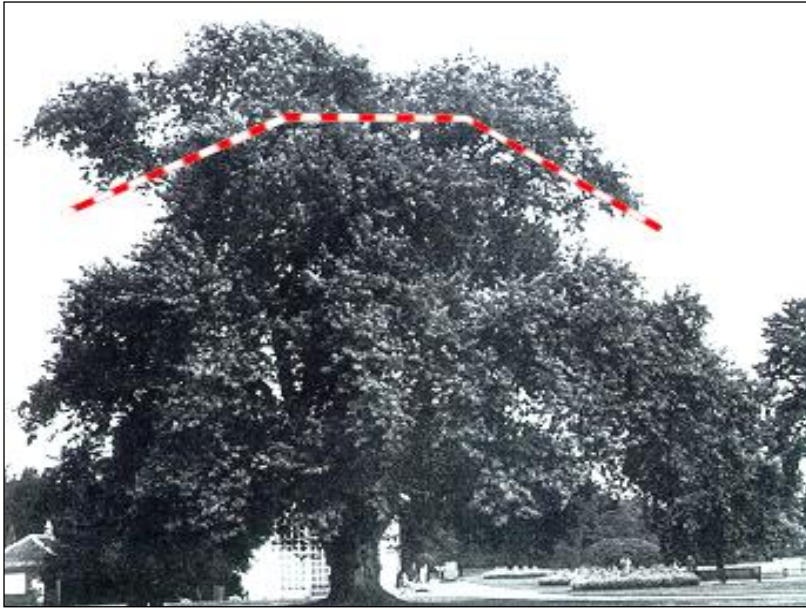
In windy sites, the top of the tree can be opened up by removing moderate sized branches. This will reduce the trees wind resistance, and accordingly the stress exhibited on the trunk and limbs.

A tree deformed by the wind can be made more symmetrical if branches on the windward side are headed back to a lateral or a bud pointing into the wind, if the leader is thinned to a more upright lateral, and if some of the downwind branches are shortened.

Removal of low spreading branch



If there is a suitable branch above, completely remove a low spreading branch (red arrow) instead of pruning it back to less drooping laterals. Beware of increasing trunk stress in the process.

Use of lower natural crown to lower tree height**FIGURE: LOWERING TREE HEIGHT TO LOWER NATURAL CROWN**

The major advantage of this procedure is that the tree will usually appear unpruned. In some instances, the height of the tree can be lowered to below the height of the lower natural crown if there are adequate branches available.

3.1 REMOVAL OF TREES**A - Tree removal**

This will be based on the same size categories as for Trimming of Trees. Work includes removal all wood and debris and finer branches/ chipping and clean up.

Quote per tree per size category:

- a. Small: <3 meters above ground;
- b. Medium: 3.1 to 7 meters above ground
- c. Large: 7.1 to 16 meters above ground
- d. Extra Large Trees: >16 meters above ground level
- e. Obstructing Trees: 7M and above - Trees or part of trees that interfere with overhead utility lines; or is within reach of the lines. Relevant safety precautions to be taken as guided by Electricity Department (for electrical lines)

- Tree removal refers to the removal of the complete tree being it dead or alive above natural ground level
- Where large trees with ground girth width of more than 500mm are to be removed the stumps are to be cut to not more than 100 mm above natural ground level. (NGL)
- Where living trees are removed; a suitable growth (stump killer) inhibitor shall be applied to the stump to prevent re-growth.

B - Manual Stump Removal.

- Where large tree stumps are to be removed the contractor needs to be in possession of all necessary permissions / way-leaves before any works will commence.
- Stump removal refers to the removal of all tree parts to 150mm under soil surface (discuss) red
- Precaution should be taken not to create excessive damage to the surrounds of the tree.
- Where boundary walls are interfering with the operations it is expected of the contractor to obtain permission from the project manager or city official prior to commence of work.
- Any damage done to a third party boundary walls or any other piece of property being it fixed or movable will be for the account of the contractor and no claims will be entertained by the Council. (also refer to **Section 11** of the Special Conditions of Contract (**Insurance**) All necessary safety precautions as referred to elsewhere in this document needs to be adhered to.

C - Mechanical Stump Removal

- At times the contractor will be requested to make use of a stump grinder to cut down a stump at 150mm below ground level. In this case the contractor needs to hire or be in possession of a suitable stump grinder (between 8kw - 128kw).
- Where large tree stumps are to be removed the contractor needs to be in possession of all necessary way-leaves before any works will commence. (also refer to points 3.1,3.2 and 13)
- Precaution should be taken not to create excessive damage to the surrounds of the root ball.
- Where boundary walls are interfering with the operations it is expected of the contractor to obtain permission from the project manager or city official prior to commence with work.
- Unnecessary damage done to a third party boundary walls or any other piece of property being it fixed or movable will be for the account of the contractor and no claims will be entertained by the council. (also refer to **Section 11** of the Special Conditions of Contract (**Insurance**) All necessary safety precautions as referred to elsewhere in this document needs to be adhere to.

D - Clearing and Removal of Vegetation On Undeveloped Council Owned Land

- Cutting of trees smaller than 1m in height includes removal and disposal of vegetation on level and slope ground including any other combustible material.
- No dead vegetation shall be left on the site for longer than 72 hours (3 days) **after** cutting. All dead vegetative waste, rubble, debris and litter removed from the site must be disposed of at an appropriate refuse site by the Contractor.
- Any liability arising out of the activities of the Contractor shall be the Contractor's responsibility. Where necessary, the Contractor must consult with the owners of adjacent properties affected by the activities of the Contractor.
- No bushes, creepers on fences and trees may be removed from the site without prior consultation with the Project Manager. The Contractor may also be required to consult owners of neighboring properties regarding the possible removal of such vegetation.
- Where herbicides are used to kill off declared invasive vegetation and or small trees all dead vegetation shall be removed from the site no later than a maximum of 3 days after application of the herbicide.
- Use stump killer herbicides: Invasive resprouting trees should be cut at 50mm above ground level. Cut stump to be treated with stump killer (with dye) immediately.

E - PSHB management

Polyphagous shot hole borer (PSHB)

Background:

The small insect (2mm) invades a variety of tree species and dig tiny tunnels to lay eggs. The PSHB insect carries a *Fusarium* fungus that invades the tree and eventually blocks the tree's vascular tissue. Depending on tree species and level of infestation, this may lead to the death of the tree. There is no treatment for this pest; most infested trees need to be removed, chipped and disposed in a very controlled manner as per City protocol to avoid further spread.

Important Notice: Service provider shall be required to comply with CCT PSHB management SOP and Protocol. SOP and Protocol will be provided by CCT after the award of this tender.

PSHB will be packaged as a PSHB service package. This includes 3 steps

1. Removal of tree
2. Chipping to 25mm or less; on site.
3. Delivery to an approved site: this may be an incineration plant; composting, solarisation facility or approved tip site closest to the work site. Furthest points may be Coastal Tip Site (Muizenberg); or Vissershok site (off the N7). There are approved incineration plants in Milnerton and Claremont.

Quote for full service package per tree per size category.

Removal of tree: Remove tree as per normal specifications apply to safe removal practises.

Wood material from PSHB-infested trunks and branches will still contain live beetles. If infested wood is not properly handled, beetles will emerge from the cut logs and attack new hosts. Do not use untreated, PSHB-infested logs or chips for firewood or mulch. Properly dispose of infested material. Beetles can emerge from infested material for up to four months after the branches or tree have been removed. If infested wood cannot be treated on-site, always cover wood chips and logs when transporting them to other facilities for treatment. The wood should also be tightly covered if it needs to be kept on-site for a short period.

Chipping

Chip infested wood immediately after tree removal or pruning. Running PSHB-infested material through a wood chipper is one of the most effective ways to kill most beetles living in cut logs.

- ☐ To destroy as many beetles as possible, chip wood to a diameter of 2.5 cm or less.
- ☐ Do not leave piles of contaminated wood uncovered - if wood cannot be chipped immediately, tightly wrap the logs in plastic to contain the beetles.
- ☐ During the process of chipping, the wood chips should be directed straight into the transport vehicle (fully lined with sturdy plastic sheeting) to avoid unnecessary handling of potentially infested material.



NB: Pictures for illustration purposes only.

☐ Any material expelled outside of the transport vehicle or around/underneath the chipper during the chipping process should be swept up and discarded onto the existing pile of wood chips in the transport vehicle. Ensure all equipment used (e.g. brooms and/or spades) are thoroughly cleaned after use.

☐ Sawdust, twigs and leaves not suitable for chipping should be swept up and placed in tightly sealed plastic or bulk bags. Follow recommendations for solarisation or effective composting detailed in Method 2.

Alternatively, if work is to be carried out in an area for long periods, arrange for a large (e.g. >10cm³) closed steel container to be positioned close to the site (obtaining permission from the relevant authority). Dispose of all sawdust, twigs and leaves into the container for the duration of the work, ensuring that the container always remains closed and secured (e.g. with padlock). Once full or when the work has been completed, collect the container and dispose of the biomass at a secure facility.

☐ If wood cannot be chipped, tightly cover cut logs and follow directions for solarisation or disposal at approved site.

☐ If possible, tree stumps should be removed on the same day. If the stump is not removed the same day, a herbicide (Triclopyr (as butoxy ethyl ester)) should be applied to the stump, then the stump should be tightly covered with plastic for solarisation for around six weeks. Once a registered insecticide and/or fungicide are available, the stump should be treated after cutting then covered with plastic for solarisation.

☐ Exposed tree roots are also susceptible to infestation and may harbour PSHB. Exposed roots should also be treated with a registered insecticide and/or fungicide (when available) and/or tightly covered for solarisation for at least 6 weeks.

☐ Tools used to fell, prune, or cut plants infected with PSHB should be disinfected afterwards to prevent the accidental spread of fungal pathogens carried by PSHB. Also ensure the chipper (parts which come into direct contact with infested material) is thoroughly disinfected after use.

☐ After handling of infected material, perform a visual check on oneself and others to prevent possible beetle 'hitch-hikers' or fungal remnants.

Cleaning of Equipment

Any pruning, sampling, or other tools that come into contact with infected wood should be sterilised before being used on uninfected trees. This includes chainsaws and wood chipping equipment. If several infested and uninfested trees need to be maintained on a property, it is recommended that the trees are managed in batches: take care of all of the uninfested trees first, then move on to the infested trees, so that your tools will not need to be cleaned until the end of the day.

1. Prior to cutting/pruning, remove organic debris off equipment (hand and power tools used for cutting (e.g. loppers, chainsaws), then spray or wipe with an appropriate disinfectant (active ingredient of Benzalkonium chloride, Polyhexanide or equivalent / 70% ethanol. Bleach diluted to 25% may be used but may cause corrosion and thus pitting in the blades. Pitting can harbour microbes that are unaffected by quick sterilisation. Dry blades with a clean towel, and spray blades with sterilising solution in between trees.

2. Never use disinfections on pruning wounds, as they could be phytotoxic.

3. Remove any accumulated soil/mud or plant debris from heavy operating equipment with a hose (high pressure is best) or backpack sprayer prior to relocation of equipment. Equipment includes vehicle tires, shovels, stump grinders, trenchers, chipper trucks, mowing equipment, chippers, tractors, fertilisation and soil aeration equipment, cranes, etc. Spray with disinfectant (With an active ingredient of Benzalkonium chloride, Polyhexanide or equivalent).

4. Prior to leaving a site, remove any accumulated soil/mud or plant debris from shoes and tyres and spray with disinfectant.

Transport to approved facility

- ☐ Always cover wood chips and logs when transporting them to the facility. The wood should also be tightly covered if it needs to be kept on-site for a short period.
- ☐ Handling of infected material before incineration is complete should be restricted as much as possible to prevent possible transportation and further spread of PSHB.
- ☐ Use sturdy plastic (polyethylene) sheeting/tarp/bags that can withstand rain/wind, preferably at least 150 microns thick.
- ☐ Fully contain chips and logs (and beetles) by wrapping plastic sheets both underneath and over the material. Seal the material as much as possible to prevent any beetle from escaping.
- ☐ Should any plastic sheets tear, contents can be double-bagged. Again, ensure the contents are properly sealed to avoid escape of live beetles.
- ☐ Ensure the vehicles, all machinery (chipper), equipment (such as chainsaws, spades, brooms etc.) and clothes of those whom come into contact with the infested material are thoroughly cleaned after use/the disposal of the wood chips. The plastic sheeting should be thoroughly cleaned once all wood chips have been disposed of.

3.2 PROTECTED VEGETATION

- 3.2.1 Various species of indigenous plants are protected by law (National Forest Act No 84 of 1998) and Provincial Nature Conservation Ordinances.
- 3.2.2 The necessary permits as well as the owner's written consent shall be obtained prior to commencement of any work on these species
- 3.2.3 Where there is any doubt as to whether a tree species is protected or not, the Department of Environment, Forestry and Fisheries (DEFF) or the Environmental Co-ordinator in the region shall be consulted

3.3 HERBICIDE USE

- Herbicide must be applied in terms of the manufacturer specifications and in consultation with the relevant City Official. Should coppicing appear after herbicide application, the contractor will be required to remove it and apply a follow up application at no additional cost to the City.
- The entire spraying / application operation shall be under the supervision of a Registered Pest Control Operator in accordance with Act No. 36 of 1947 as amended.
- The Contractor shall ensure that his workers are protected from the chemicals being used in accordance with Act No. 36 of 1947 as amended.
- The contractor to ensure correct herbicides are used:
Small Trees: Confront or equivalent Active ingredient: Clopyralid 90 + Triclopyr (as amine salt)
 Access or equivalent - Active ingredient: Picloram (as potassium salt)
Big Trees: Kaput or equivalent - Active ingredient: Picloram (as potassium salt) + Triclopyr (as triethylamine salt)
- The Contractor shall in addition to the above requirements comply with any legal requirement in respect of herbicide use, promulgated before or during the period of the contract.
- The Contractor shall ensure that adequate precautions are taken while working to prevent accidental contact with the herbicide by children, animals or irresponsible persons.

4 SERVITUDE AND ACCESS TO PRIVATE PROPERTY

The contractor, during the operation of tree trimming, tree removal, stump removal and vegetation

clearing shall:

- Keep to all existing roads and tracks within servitudes and not deviate from them;
- Drive at a moderate speed;
- Keep municipal gates locked and leave property owner's gates as found;

Not interfere with the property owner's staff/workers or activities;

Request permission for the use of water;

Not make fires;

Not interfere with stock or game on the property;

Not fish or hunt on the servitude or property; and

Not litter.

5 WARRANTIES

A warranty shall be obtained from the contractor that:

- 5.1 He knows and understands the dangers involved in tree pruning, bush clearing in or around power lines;
- 5.2 Is able to and shall comply with all legislation pertaining to the nature of the work to be done and all things incidental thereto.
- 5.3 Will provide proof of his public liability insurance to the minimum value R 20 000 000.00
- 5.4 He is a competent person and is a registered Pest Control Operator or will ensure that any chemical clearing will be done under the supervision of a registered Pest Control Operator; and
- 5.5 He is able to and shall comply with all legislation pertaining to the nature or work to be done and all things incidental thereto

6 OTHER REQUIREMENTS

The appointed contractor shall adhere to instructions by the Project Manager or his/her delegated official for the use of specific tree pruning machines as determined by site conditions

The contractor shall ensure that suitable equipment and staff are available at all times to provide the required service.

The contractor shall ensure that all staff is fully conversant with all aspects of the Health and Safety regulations. (also see Health and Safety Plan process flow). Adherence to Health and Safety regulations should be applied and it is advisable that a proper HIRA for each tasks listed above should be followed.

The contractor's staff shall wear distinctive protective clothing whilst on site. The contractor is responsible for behaviour and work performance of staff whilst on site.

In the contexts of Local Labour staff used, the contractor would be responsible for all the items.

The main contractors are not allowed to sub-contract any part/whole of this contract without prior approval from the City of Cape Town. If and when permission has been granted, all sub-contractors will make use of the same list of equipment and all conditions of this tender will apply to the sub-contractor.

The contractor shall ensure that sufficient equipment, vehicles, plant, tools and specialised equipment necessary as well as human resources are available at all times to provide the required tree maintenance service within each facility and/or service area within the timeframes agreed between the Project Manager and Contractor.

Resources referred to in the above paragraphs refers to but not exclusive to:

Equipment

5 x Small chainsaw's (between 31.8cc – 45.6cc and 1.3 – 2.3 kW)

5 x Medium chainsaw's (between 50cc – 79.2cc & 2.5 and 2.4 – 5.0 kW)

5 x Large chainsaw (between 80cc – 126 cc and 4.9 – 6.4 kW)

5 x Pole Pruning chainsaws (minimum 25cc & 1 kW)

5 x Brush Cutters with saw blade attachment (minimum 52cc & 2.7kW)

5 x Mechanical leaf blowers (between 25.4cc – 28cc)

2 X Aluminium extension ladder in excess of 20 meters

Stump grinder (between 8kw - 128kw)

Mechanical blowers: minimum 50cc & 1.5kW

Hand tools i.e. spades and brooms

Extension ladder in excess of 20 meters

Signage i.e. road signage and safety signage

Uniforms and protective clothing

Harness : Sit (half body) harness conforming to the standards EN813/SANS 50813 and EN358/SANS 50358

Helmet : Climbing helmet conforming to the standard EN12492 including mounting capabilities for visor and ear defenders.

Ropes

Each climber and each climbing team needs an assortment of ropes to do work in separate teams. Should they not have this there will be a waiting time for the next job to start.

1. Climbing rope own choice of diameter. Breaking strain
2. Rigging rope for felling and hanging heavy portions of trees
3. Throw lines for installing climbing lines
4. Weights for throw lines
 - 1 x 100m 12mm Cougar rope
 - 1 x 100m 22mm Polyrene rope
 - 1 x 100m 22mm Polysteel rope
 - 1 x 100m 38mm Nylon rope
 - 1 x 100m 38mm Polysteel rope

Vehicles

Minimum of 2 trucks (medium and/ or heavy duty 3 – 5 tons)

Minimum of 2 Light delivery vehicles (1 – 3 tons)

Minimum of 1 Aerial platform truck/Cherry picker/ Sky lift

Minimum of 1 Crane Truck

Carry capacity:

- Payload not less than 5 Ton
- G.V.M. not less than 13 Tons

Engine:

- Power rating 120 kW equal or more

Body for payload:

- Flat solid platform with drop sides and vertical supports 450mm or bigger on edges to contain large payloads such as round wood or stumps
- Floor level to drop sides and tail gate
- Dimensions standard length but not less than 2200mm wide
- Attachments to secure load with appropriate chains or strapping

Crane:

- Hydraulically operated
- Hydraulic extension boom
- Hydraulic outrigger legs and manually extendable to ensure maximum stability
- Appropriate Lifting hook or similar to attach rigging to items lifted
- Maximum lifting height not less than 4,5m
- Rear mounted or behind cab
- Manually operated or remote
- Reach not less than 12m
- Lift capacity not less than 5 tons or 5t/m
- Lift capacity at full extension not less than 250kg

Guidelines for a portable toilet

It is compulsory for portable toilet to be on site where jobs are perceived to take 1 full day or more. It promotes healthier work site. Prevents workers from harassing residents to use their toilets.

- Flushable toilet with concealed tank
- Hand wash basin
- Hand soap dispenser
- Toilet roll holder with toilet rolls
- Disposable hand towel holder
- Adequate ventilation system
- Lockable door
- Translucent roof for natural light

Staff:

NB: Where applicable, the responsible personnel should have the relevant certificates available at contract stage

X1 Operational Project Manager:

The person in charge of the planning and execution of a project.

X2 Operational Supervisor/Driver:

Responsible for transporting of staff and onsite supervision.

X8 Experienced Tree Climbing Chainsaw Operators:

Someone who would operate power driven tools, (e.g. Chainsaw, Blower, weedeater, etc.)

and to climb trees with spikes and or ropes, capable of working up in the tree with a chainsaw.

X2 Experienced Cherry Picker/ Crane Machine Operators:

Trained to operate cranes and cherry picker.

X1 Occupational Health and Safety personnel:

Someone who would identify and manage possible hazards for both general public and workers on site. (Enforce OHS Act/rules)

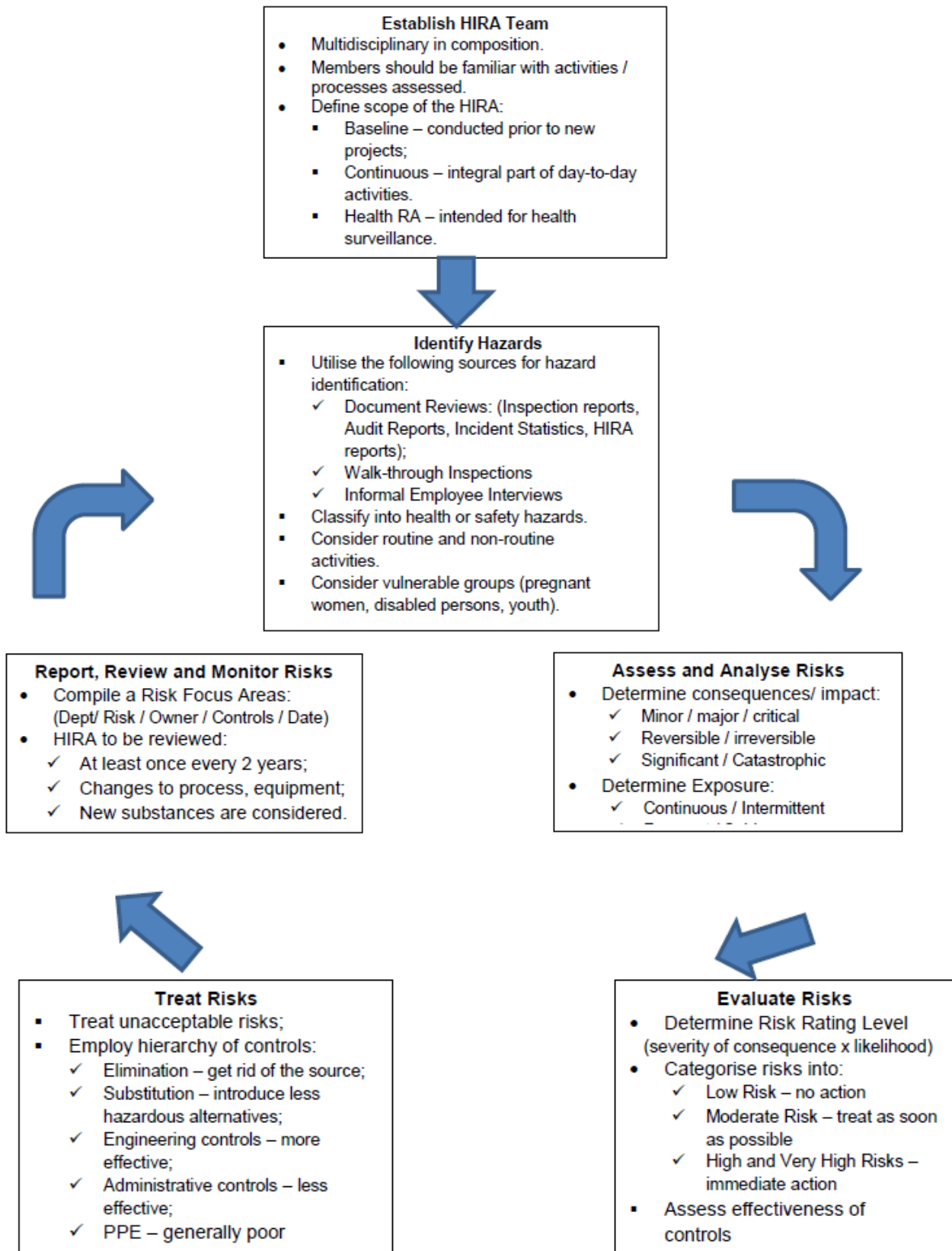
7. HEALTH AND SAFETY SPECIFICATION:

All work shall be carried out in accordance with the regulations of the Occupational Health and Safety Act (85 of 1993). Any liability arising out of the activities of the contract shall be the Contractor's responsibility.

At contract stage the tenderer will provide a Health and Safety Plan for each category of work (work requirements, tree removal and other related functions, refer Section:

| LIST OF TASKS / ACTIVITIES FOR CITY PARKS STAFF | | | | |
|--|---|--|--|--|
| CHAINSAW / LEAF BLOWER & POLE PRUNER OPERATIONS | ACTIVITY STEPS | RISK / HAZARD | PRECAUTIONARY MEASURES | SAFETY EQUIPMENT / PPE |
| | • Before leaving the depot, ensure you have serviceable equipment and tools | • Injury • Time loss • Wasted resources • Uneven terrain • Slippery surface • Hanging branches and dead wood | • Complete a check list • Demarcate the work area and make safe (e.g. fuel storage) • Warning Notices • Re-route traffic and pedestrians • HIRA specific site risks and decide on action and emergency plans | • Combination helmet • Chainsaw pants • Chainsaw gloves • Safety boots • Tree climbing gear • proper fuel cans • First aid box • Signage & Road cones |
| | • Assess site | • Overhead Wires and other services i.e. electrical substation box, telephone poles, private property, ect. • Pedestrians and bystanders • Vehicular traffic | • Make sure that you have the competency and capacity to perform the task at hand • Check able bodied fitness • Correct training and skills • PPE | • Flags Operator • Combination helmet / Climbing helmet • Ear protection |
| | • Prepare the operator / worker, pregnant woman | • injury • Miscarriage | • Tighten loose bolts/nuts/etc. • Engage and disengage chain brake | |
| | • Pre-use check of equipment | • Injury, damage to property and lack of production | • Check chain catcher • Adjust Chain tension to correct setting | |
| | • Perform operation | • Leaks | • Start and test equipment | |
| | • Safeguard area and equipment | • Safty features on machine • chain tension • Injury or damage to property | • As per safe work procedures and site action plan • Correctly switching off machine and covering guide bar with chain cover • Move machine and equipment out of way | |
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OVERVIEW OF HAZARD IDENTIFICATION AND RISK ASSESSMENT – E1



8. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

9. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

a) Monthly Project Labour Report (**Annexure 1**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

b) **NB:** It will be expected of the contractor to submit colour pictures of before and after project completion of each project with the Job Completion Certificate report

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**ANNEX 1****CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting formsGeneral

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

| | | | |
|---|-----|--|--------------|
| CONTRACT OR WORKS PROJECT NAME: (6) | | EPWP SUPPLIED PROJECT NUMBER: (6) | |
| DIRECTORATE: | | DEPARTMENT: | |
| CONTRACTOR OR VENDOR NAME: | | CONTRACTOR OR VENDOR E-MAIL ADDRESS: | |
| CONTRACTOR OR VENDOR CONTACT PERSON: | | CONTRACTOR OR VENDOR TEL. NUMBER: | CELL WORK |
| PROJECT LABOUR REPORT CURRENT MONTH (mark with "X") | | | |
| JAN | FEB | MAR | APR |
| MAY | JUN | JUL | AUG |
| SEP | OCT | NOV | DEC |
| YEAR | | | |
| | | | |
| ACTUAL START DATE (yyyy/mm/dd) | | ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7) | |
| | | | |
| TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT) | | | |
| R | | | |

NB: It will be expected of the contractor to submit colour pictures of before and after project completion of each project with the Job Completion Certificate report.

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

| | | | | | | | | |
|--------------------------------------|--|--|--|---------------|--|------------------|--|--|
| CONTRACT OR WORKS PROJECT NUMBER: | | | | Year Month | | Sheet 1 of | | |
|--------------------------------------|--|--|--|---------------|--|------------------|--|--|

| No. | (8) First name | (8) Surname | (8) ID number | (9) New Beneficiary (Y/N) | Gender (M/F) | Disabled (Y/N) | (10) Job seeker database (Y/N) | Contract start date (DDMMYY) | (11) Contract end date (DDMMYY) | (12) No. days worked this month (excl. training) | (13) Training days | (14) Rate of pay per day (R – c) |
|-----|-------------------|----------------|------------------|------------------------------|--------------|----------------|-----------------------------------|------------------------------|------------------------------------|---|-----------------------|-------------------------------------|
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|--|------|--|-----------|--|
| Declared by Contractor or Vendor to be true and correct: | Name | | Signature | |
| | Date | | | |

| | | | | |
|--|------|--|-----------|--|
| Received by Employer's Agent / Representative: | Name | | Signature | |
| | Date | | | |

Annexure 2: Geographical division of sub areas.

