



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

ROC 03 2022/23

TENDER DESCRIPTION:	TENDER FOR HORTICULTURAL MAINTENANCE OF VARIOUS DEVELOPED AND SEMI-DEVELOPED SITES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE-YEAR PERIOD, AS AND WHEN REQUIRED
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

19 AUGUST 2022

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: REGIONAL OPERATIONS AND COORDINATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
ROC 03 2022/23	TENDER FOR HORTICULTURAL MAINTENANCE OF VARIOUS DEVELOPED AND SEMI-DEVELOPED SITES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE-YEAR PERIOD, AS AND WHEN REQUIRED	REGIONAL OPERATIONS AND COORDINATION	Technical enquiries: Wouter Koekemoer (012) 358 1496 or wouterk@tshwane.gov.za	Date: 08 July 2022 Time: 10:00am Venue: Main Hall Eersterust Civic Centre, corner of Hans Coverdale West and PS Fourie streets, Eersterust.	19 August 2022 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE E-TENDER PORTAL.

Each quotation shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002

Documents must be deposited in the bid box not later than **10:00 on 19 August 2022** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Wouter Koekemoer (012 358 1496 or wouterk@tshwane.gov.za)
- Supply chain enquiries: Relebogile Malatswane (012 358 2735 or RelebogileM@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT			
16.	Company registration certificate		
17.	Rates and taxes or lease agreement		
18.	Clearance certificate or unique PIN		
19.	BBBEE certificate		
20.	CSD summary report		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature	Signature	Signature

.....
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at , Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

SPECIFICATION OR TERMS OF REFERENCE

REGIONAL OPERATIONS AND COORDINATION DEPARTMENT

TENDER FOR THE HORTICULTURAL MAINTENANCE OF VARIOUS DEVELOPED AND SEMI-DEVELOPED SITES IN THE SEVEN REGIONS OF TSHWANE: THREE-YEAR PERIOD, AS AND WHEN REQUIRED

BID NUMBER
(ROC 03 2022/23)

1. INTRODUCTION AND PURPOSE

Tenderers are called for horticultural maintenance of various developed and semi-developed sites in the seven Regions in the City of Tshwane: three-year period, as-and-when required. Horticultural maintenance includes the general maintenance of lawn areas and veld grass at parks, developed and semi-developed public open spaces as well as municipal facilities.

2. BACKGROUND

The purpose of this tender is for the general maintenance of veld grass, roads and paths, graves lawn areas, flower beds, shrubs perennials tuberous plants and hedges existing and newly planted trees cleaning of office blocks, public toilets, sleeping quarters and storerooms, litter collection and rubbish removal and planting of grass.

3. SCOPE OF THE TENDER

3.1 Developed and semi-developed sites

Region 1			
Service Delivery Unit 1 Akasia			
Ward	Item description	Estimated m²	Description
2 & 98	Jopie Fourie Park	13 711	Parks
2 & 98	Vader Kestell park.	10 200	Parks
2 & 98	Spruitfontein	10 500	Parks
2,4,98	Daan de Wet Nel	5 260	Traffic Islands
2,4,98	Rachel de Beer Islands	78 230	Traffic Islands
4	Rosslyn Depot: Clinic	6 000	Council Facilities
4	Rosslyn Fire & Police Station	2 830	Council Facilities
4	Akasia City Hall, Head office, City Planning	7 580	Council Facilities

Service Delivery Unit 2 Ga-Rankuwa

Ward	Item description	Estimated m²	Description
30	Mountain Park (Erf 2311)	21 700	Parks
30	Unit 20 E (258JR)	3 500	Parks
30	Unit 23.2 (1728)	7 500	Parks
31	Casandra Unit 2 (Erf R44)	250 000	Parks
32	Unit 1 SAB Park	98 400	Parks
32	Unit 7.3 (Erf1262), Unit 21A (Erf 823)	11 000	Parks
32	Unit 21B (Erf 1004), Unit 3 Park	71 900	Parks
31	Unit 5 Head Office (Part of Erf R 8873)	6 200	Council Facilities
31	Unit 6 Arts & Crafts	1 800	Council Facilities
31	Unit 1 Library	1 300	Council Facilities

Functional Unit 3 Soshanguve,			
Section 1 Soshanguve			
Ward	Item description	Estimated m²	Description
29,88,94	1165 Block AA Eco Park	22 522	Parks
29,88,94	286 Block AA Eco Park	4 110	Parks
29,88,94	Block SS Park	18 176	Parks
29,88,94	Block NN Park	17 186	Parks
29,88,94	Block GG	11 432	Parks
Section 2 Soshanguve			
Ward	Item description	Estimated m²	Description
36, 37, 39, 89, 90	3328 Ext. 1 Park Soshanguve South	15 692	Parks
36, 37, 39, 89, 90	Ext.19 Park Soshanguve South	2 423	Parks
36, 37, 39, 89, 90	4981 Ext.4 Park Soshanguve South	42 221	Parks
36, 37, 39, 89, 90	8127 Ext.3 Park Sosh. South	7 709	Parks
36, 37, 39, 89, 90	1613 Soshanguve A Park	4 973	Parks
36, 37, 39, 89, 90	M Extension 1	4 426	Parks
29,34	Bushveld Road	14 400	Traffic Islands
29,34	Buitekant street Islands - Giant stadium	2 500	Traffic Islands
27, 34,37 & 94	R1838 Block BB Bodibeng Library & Customer Care	30 310	Council Facilities
27, 34,37 & 94	Halala Community Hall and Library	2 000	Council Facilities
27, 34,37 & 94	Municipal store and Fuel Depot	8 000	Council Facilities
27, 34,37 & 94	Soshanguve Swimming Pool	6 283	Council Facilities
27, 34,37 & 94	KT Motobatse Library & Community Hall	3 758	Council Facilities
27, 34,37 & 94	Soshanguve Skill Centre	6 700	Council Facilities
27, 34,37 & 94	Block X Community Centre and Library	26 960	Council Facilities

Section 3 Mabopane/Winterveld			
Ward	Item description	Estimated m²	Description
19, 20, 21, 22	Maroela View	11 906	Parks
19, 20, 21, 22	Maroela Sun Park	11 903	Parks
19, 20, 21, 22	ODI Spruit Park	21 269	Parks
19, 20, 21, 22	Slovo Ville Park	5 681	Parks
20	Traffic circle 1 and 2	15 068	Traffic Islands
19, 20, 21, 22, 24	Multi-purpose Centre & library Winterveldt	5 753	Council Facilities
19, 20, 21, 22, 24	CoT Council Chamber	7 118	Council Facilities

19, 20, 21, 22, 24	Customer Care Beirut	2 880	Council Facilities
19, 20, 21, 22, 24	702JR Mabopane Indoor Centre	5 730	Council Facilities
19, 20, 21, 22, 24	Customer Care Unit X	1 100	Council Facilities
19, 20, 21, 22, 24	Metro Police depot	3 500	Council Facilities
19, 20, 21, 22, 24	ODI Water depot and offices	5 100	Council Facilities
19, 20, 21, 22, 24	Unit X library	8 000	Council Facilities
19, 20, 21, 22, 24	Mabopane Skill Centre	1 100	Council Facilities

Region 2			
Functional Unit 1			
Section 1			
Ward	Item description	Estimated m²	Description
5	Zwangat Park	14 067	Parks
5	Fanie Park	6 085	Parks
5	Digby Park	6 085	Parks
5	Jan Bantjies Park	8 500	Parks
5	Tuindorp Park	16 974	Parks
5	Honeysuckle Park	4 110	Parks
50	Sinoville Trimpark	38 250	Parks
50	Marija Park	9 692	Parks
50	George Antun Park	4 986	Parks
50	Katjeepering Park	5 123	Parks
50	Parsley St Park	27 161	Parks
96	Streakwood Park	65 061	Parks
96	Doornpoort Parke 1&2	41 957	Parks
96	Rooiwal Park	8 620	Parks
96	Ghana Park	11 520	Parks
96	Rooiwal community center and swimming pool	34 698	Council Facilities
96	Pyramid Clinic	16 921	Council Facilities
96	Doornpoort Clinic	3 500	Council Facilities

Section 2			
Ward	Item description	Estimated m²	Description
73	Ramotse Park1 & 2	70 500	Parks
73	USA Park	2 547	Parks
74	Government Park	39 666	Parks
74	Soccer ground Park	13 303	Parks
74	Steve Biko Library and skills training centre	6 825	Council Facilities
74	Rockville Park	4 792	Council Facilities
75	Ou Stad Parks (1-14)	25 001	Parks
75	Leboneng Park	16 704	Parks
75	Temba Clinic	4 220	Council Facilities
75	Kudube North Park	6 720	Council Facilities
75	Sebothoma Community centre	13 015	Council Facilities
8	Temba swimming pool	10 194	Council Facilities
8	Kudube South Park	4 850	Council Facilities
8	Suurman Community Hall and library	9 580	Council Facilities
13	Sekampaneng Park	5 796	Parks
13	Stinkwater Park	64 856	Parks
13	Stinkwater thematic Park	42 826	Parks
13	Italy Park	5 210	Parks
14	Argentina Park	3 100	Council Facilities
14	Stinkwater library	2 245	Parks
49	New Eersterust Park	6 500	Parks
49	Hammanskraal Tousong Centre	4 850	Counsel Facility

Region 3			
Service Delivery Unit 1 Princes Park, Parks			
Ward	Item description	Estimated m²	Description
58	Jazz Square Marabastad	6 560	Parks
58	Church Square	11 110	Parks
59	Gauteng North Tennis gardens	28 730	Parks, Community Facilities and Dams
59	Lente Street Park	2 000	Parks
59	Kruin Street Park	2 500	Parks
59	Mears Street Park	12 000	Parks
59	Jan Cillie Park and Dams	53 900	Parks & Dams
59	Sunnyside Play Park	1 730	Parks
59	Jakaranda Park	5 790	Parks
60	City Hall Parks and Dams	59 820	Park & Dams
80	Burgers Park and Dams	50 820	Park & Dams
80	Melrose House gardens and Dams	5 000	Park & Dams
81	Jubilee Park East & West	13 675	Parks
81	Walkerspruit	36721	Parks, Community Facilities
81	De Rapper Street playpark	1 731	Parks
81	Meintjies Plein	1 945	Parks
Service Delivery Unit 1 Princes Park, Traffic islands and Dams			
Ward	Item description	Estimated m²	Description
60	Kgosi Mampuru Traffic Islands	20 000	Traffic Islands
60	Nana Sita Traffic Islands	31 621	Traffic Islands
80	Nelson Mandela Traffic Islands	54 000	Traffic Islands
80	Fountains Circle as well as dams	11 615	Traffic Islands and Dams
59	Fountains Circle & intersection,	39 400	Traffic Islands and Dams
59	Eeufees Traffic Islands	15 100	Traffic Islands
59	George Storrer traffic Islands	3 1920	Traffic Islands

Service Delivery Unit 2 – Loftus Parks Depot			
Ward	Item description	Estimated m²	Description
42	Koranaberg Rd. Park	10 778	Parks
42	Erīdanus Str. park	100 300	Parks
42	Erasmusrand Park	22 400	Parks
42	Anselia Rd. Undev Park	17 550	Parks

42	Apies River Spruit sect. Luipaards Rd.	98 200	Parks
42	Monument Park Tennis Undev. Park	53 271	Parks
42	Sterrewag Park	20 375	Parks
42	Slang Park	34 500	Parks
42	Nyale Rd. Park	11 800	Parks
42	Argo Oord – 3 x sections	21 861	Parks
42	Waterkloof Tennis gardens	1 422	Parks
56	Nieu Muckleneuck Trimpark	132 225	Parks, Community Facilities
56	Middel str Tennis gardens	19 730	Parks, Community Facilities
56	Magnolia Running Club	713	Parks, Community Facilities
56	Magnolia Dell	70 893	Parks
56	De Jong Diving Centre	5 059	Parks, Community Facilities
56	Hillcrest Swimming Pool	19 220	Parks, Community Facilities
56	Brooklyn Spruit – 3 x sections	13 784	Parks, Community Facilities
56	Bruinsleigh Park	41 665	Parks
56	Niemeyer Square Park	25 178	Parks
92,82	Art Museum & Arcadia Park	46 782	Parks, Community Facilities
92,82	Sunnyside Swimming Pool	8 896	Parks, Community Facilities
92,82	Venning Park	33 974	Parks, Community Facilities
92,82	Springbok Park	34 746	Parks, Community Facilities
92,82	Station Place Park	5 423	Park
92,82	Walker Spruit (both sides -From Jorrisen to Steve Biko Street)	50 312	Parks, Community Facilities

92,82	Glynn Str. Parks (x2)	10 972	Parks, Community Facilities
92,82	Lynnwood Tennis	19 571	Parks, Community Facilities
92,82	Menlo Alkantrand Tennis	22 986	Parks, Community Facilities
92,82	The Loop	7 062	Parks
92,82	Dawn Park	3 921	Parks
92,82	Palm Park	5 862	Parks
92,82	Charlie Park co Justice M + Atterbury	2 698	Parks
92,82	Elizabeth Grove Park	7 529	Parks
82	Sappers Countour Str Island	4 295	Traffic Islands
82	Thatshersfield Str Island	6 449	Traffic Islands
82	Millers Mile Str Island	5 002	Traffic Islands
82	Protea Str Island	2 908	Traffic Islands
82	Thomas Edison Str co Justice	991	Traffic Islands
82	Mohammed Str Island	3 192	Traffic Islands
82	Atterbury form Lynnwood – Justice Mohammed Str Island	47 897	Traffic Islands
82	Mackenzie Str Island	905	Traffic Islands
82	Rosemary Str Island	1 071	Traffic Islands
82	Farmers Folley Str Island	4 380	Traffic Islands
82	Sussex Str Island	22 650	Traffic Islands
82	Park Str. Island	6 928	Traffic Islands
56 & 82	Roper str. Island	2 305	Traffic Islands
56 & 82	Koeksister Entrance Islands	35 000	Traffic Islands

Service Delivery Unit 3 Moregloed Depot			
Ward	Item description	Estimated m²	Description
52, 53, 54	Pieter human Park	45 936	Parks, Community Facilities
52, 53, 54	Moregloed Park	34 514	Parks
52, 53, 54	9 th Avenue Park	24 629	Parks
52, 53, 54	Coopers Park	15 310	Parks
52, 53, 54	Cooper Park Jukskei	11 167	Parks, Community Facilities

52, 53, 54	Trim Park	30 624	Parks, Community Facilities
52, 53, 54	Villieria Tennis	2 139	Parks, Community Facilities
52, 53, 54	Waverley Tennis	3 202	Parks, Community Facilities
52, 53, 54	Moregloed Tennis	2 377	Parks, Community Facilities
52, 53, 54	Pierneef Tennis	4 661	Parks, Community Facilities
52, 53, 54	Pierneef Park	15 310	Parks
52, 53, 54	Shilling 1 & 2	22 000	Parks
52, 53, 54	Gezina Station	30 000	Parks
52, 53, 54	Combrink Park	13 000	Parks
52, 53, 54	Waverley Library	20	Parks, Community Facilities
52, 53, 54	Moot Library	40	Parks, Community Facilities
52, 53, 54	Tom Freitz Park	30 000	Parks, Community Facilities
52, 53, 54	Noordelike Voorstede Tennis	3 666	Parks, Community Facilities
52, 53, 54	Tjaart van Vuuren Swimming Pool	18 644	Parks, Community Facilities
52, 53, 54	Les Marais Swimming Pool	10 938	Parks, Community Facilities
52, 53, 54	Moot Spruit (North & South)	440 000	Parks, Community Facilities
84	Never again Memorial Park	5 000	Parks, Community Facilities
84	Rietondale Park	200 000	Parks, Community Facilities
84	Queenswood Tennis	1 557	Parks, Community Facilities

84	CR Swart Road	45 000	Parks, Community Facilities
84	Mansfield Ring Tennis	15 802	Parks, Community Facilities
52, 84, 87	Gordon Str. Island	2 000	Traffic Islands
52, 84, 87	Frates Traffic Island	20 000	Traffic Islands
52, 84, 87	Hardy Muller Circle	6 500	Traffic Islands
52, 84, 87	Webb and dommer	30 000	Parks, Community Facilities
52, 84, 87	Cornellius (both sides)	98 000	Parks, Community Facilities
52, 84, 87	Moregloed (behind depot)	27 846	Parks, Community Facilities
52, 84, 87	Owen street	30 000	Parks, Community Facilities
52, 84, 87	Kilnerpark spruit	209 663	Parks, Community Facilities

Service Delivery Unit 4 Mayville Depot			
Ward	Item description	Estimated m²	Description
1	Flower Str Park	18 610	Parks
1	Boys Scout Park	11 241	Parks
1	Sinovich Dam	15 000	Parks & Dams
1	Japie Le Roux Park	14 960	Parks
1	Claremont Park	24 612	Parks
1	Sarel Street Park	29 529	Parks
1	Frieda Park	10 168	Parks
1	Hercules Library	600	Parks, Community Facilities
53	Franzina Park	18 283	Parks
53	Sophia Park	24 187	Parks
53	Bruins St Park (both sides)	4 141	Parks
53	Solomon St Park	11 300	Parks
53	Klessler St Park	10 201	Parks

55	Theo Slabbert Park	13 612	Parks, Community Facilities
55	Kirkney/Vulcanite St Park	11 516	Parks
55	Lady Selborne Park	21 033	Parks
55	Suiderberg Park	5 990	Parks
55	Dorp Street Park	12 813	Parks
55	Belmont Park	17 882	Parks
55	Bergsig Park & Tennis	30 225	Parks, Community Facilities
55	Eskia Mphahlele Drive	118 825	Parks, Community Facilities
55	Van Rensberg Park	20 621	Parks
55	Fred Nicholson Park	11 773	Parks
55	Market Street Park	4 000	Parks
55	Enterprise Park	9 492	Parks
55	Dolf Botha Park	26 831	Parks
1, 53, 55	Bremer Street	102 900	Traffic Islands
1, 53, 55	De Vaal Interchange	29 200	Traffic Islands
1, 53, 55	Van der Hof	113 395	Traffic Islands
1, 53, 55	Bank Island	10 561	Traffic Islands
1, 53, 55	Eskia Mphahlele	118 825	Traffic Islands
1, 53, 55	Paul Kruger/Mansfield	29 200	Traffic Islands
1, 53, 55	Apies River spruit	470 000	Parks, Community Facilities
1, 53, 55	Moot Spruit	220.000	Parks, Community Facilities
1, 53, 55	Dolf Botha spruit	371 000	Parks, Community Facilities

Service Delivery Unit 5 Pretoria West			
Ward	Item description	Estimated m²	Description
3	Soetdoring & Deurloop	19 361	Parks, Community Facilities
3	Danville – Dirksen	1 168	Parks, Community Facilities
3	Danville – Braine Street	3 017	Parks, Community Facilities
3	Danville - Cronje Street	2 868	Parks, Community Facilities
3	Danville - Jan Ellis Ave	2 567	Parks, Community Facilities
3	Danville- Dans Parks 2	20 772	Parks, Community Facilities
3	Danville -Japie Kriege	5 336	Parks, Community Facilities
3	Danville -Morkel Park	5 891	Parks, Community Facilities
3	Danville- Hanh Park	4 721	Parks, Community Facilities
3	Danville Entrance Park	25 654	Parks, Community Facilities
3	Elandspoor - Eco Park	15 726	Parks, Community Facilities
3	Elandspoor -Scheinder park	7 909	Parks, Community Facilities
3	Hans MoolmanPark	66 203	Parks, Community Facilities
3	Kalafong Heights Fitnes	9 778	Parks, Community Facilities
3	Tungsten Park	12 069	Parks, Community Facilities
3	Frederick Theron	26 146	Parks, Community Facilities

3	Holloway koppie	19 979	Parks, Community Facilities
3	Trig Park	2 657	Parks, Community Facilities
3	Kwaggasrand -Lewerkie Park	16 668	Parks, Community Facilities
3	West Park – Spar Park	4 667	Parks, Community Facilities
3	Wes Park -Cordelfos Park	5 853	Parks, Community Facilities
3	West Park – Palm Park	8 171	Parks, Community Facilities
3	Gert van Schalkwyk Swimming Pool	39 449	Parks, Community Facilities
7	Lotus Garden -Rolihlahla Park	7 718	Parks
7	Lotus Garden – Festura Park	13 295	Parks
7	Lotus Garden -Anthesis Park	16 072	Parks
7	Lotus Garden -Acer Park	2 114	Parks
7	Lotus Garden – Jalapeno Park	7 788	Parks
107	Saulsville- Khumo Park	12 987	Parks
107	Saulsville – Hospice Park	13 630	Parks
62,81	Atteridgeville - Maluka Park	4 901	Parks, Community Facilities
62,81	Atteridgeville - Maunde square park	5 451	Parks, Community Facilities
62,81	Atteridgeville - Nja Park	2 481	Parks, Community Facilities
62,81	Atteridgeville - Tlou Park	4 689	Parks, Community Facilities
62,81	Atteridgeville - Serote Park	5 567	Parks, Community Facilities
62,81	Atteridgeville - Lehabe	2 001	Parks, Community Facilities

62,81	Atteridgeville - Peace Campaign Park	2 111	Parks, Community Facilities
62,81	Atteridgeville - Molope Park	5 010	Parks, Community Facilities
62,81	Atteridgeville- Manketti Park	4 357	Parks, Community Facilities
62,81	Atteridgeville Community Centre	9 765	Parks, Community Facilities
62,81	Atteridgeville Library	300	Parks, Community Facilities
62,81	Atteridgeville Swimming Pool	3 574	Parks, Community Facilities
62,81	Saulsville Library/Arena	15 000	Parks, Community Facilities
62,81	Saulsville Swimming Pool	3 167	Parks, Community Facilities

Ward	Item description	Estimated m ²	Description
58,63,81	Groenveld, Blesbok	46 087	Rental units / Hostel
58,63,81	Ou & Nuwe Stalshoogte	34 763	Rental units / Hostel
58,63,81	Belle Ombre Hostel	36 667	Rental units / Hostel
58,63,81	Saulsville Hostel	391 636	Rental units / Hostel
58	Phillip Nel Park Tom Cladrige	5 973	Parks
58	Phillip Nel Park – (Erf 253)	4 253	Parks
58	Phillip Nel Park –Frans sofft	9 520	Parks
58	Morkel Park	3 714	Parks
58	Philip Nel Park -Botho ke Botle	4 333	Parks
51	Atteridgeville -Seeiso Entrance Park	7 300	Parks
51	Atteridgeville -Seeiso Park	3 761	Parks
51	Atteridgeville – Malabie Park	3 092	Parks
51	Atteridgeville -Debango Park	1 256	Parks
51	Atteridgeville- Ramskini Park	4 010	Parks
51	Atteridgeville -Maunde Park	1 234	Parks
51	Atteridgeville- Moroe Park	51 572	Parks

51	Atteridgeville -Maraba Park	3 170	Parks
63	Saulsville – Morifi Lapa Park	1 311	Parks
63	Saulsville – Mofye Park	2 076	Parks
63	Saulsville- Masupha Park	22 470	Parks
63	Saulsville- Mofokeng	878	Parks
68	Modjadj park	9 083	Parks
68	Mlambo Community Hall	1 494	Parks, Community Facilities
68	Saulsville – Mlambo Park x 2	3 124	Parks
68	New Atteridgeville Library	9 770	Parks, Community Facilities

Region 4			
Service Delivery Unit 1			
Ward	Item description	Estimated m²	Description
61	Azure Park	4 368	Parks
61	Jacaranda Park	24 614	Parks
61	Jet Park	9 116	Parks
61	Brown Park	8 791	Parks
61	Bengal Park	4 916	Parks
61	Bengal West Park	5 481	Parks
61	Bengal Central Park	9 068	Parks
61	Bengal East Park	6 065	Parks
61	Himalaya Park	26 513	Parks
61	Turbonite Park	2 174	Parks
61	Emerald Park	25 121	Parks
61	Aquamarine Park	4 439	Parks
61	Helena St Erasmia	27 870	Parks
3	Botha Avenue	50 000	Traffic Islands
3	Lenchen Avenue	4 073	Traffic Islands
3	River Avenue	4 200	Traffic Islands
3	Botha Avenue, 1st Entrance	11 535	Traffic Islands
3	Gen. Pienaar Erasmia	30 000	Traffic Islands
3	John Vorster Drive	32 550	Traffic Islands
3	John Vorster Road Island	7 545	Traffic Islands
3	Lenchen Drive	7 600	Traffic Islands
3	Willem Botha Drive	16 554	Traffic Islands
Service Delivery Unit 2			
Ward	Item description	Estimated m²	Description
64	Kolgans Park	4 725	Parks
64	Banana Park	2 180	Parks
64	Rooihuiskraal Fees terrein	325	Parks
70	Zwartkops resort	410	Parks
77	Tango Park	8 121	Parks
106	Rethabile St Play Park	7 471	Parks
106	Echo Park	30 233	Parks
106	Cycad Crescent Play Park	6 995	Parks
106	Kumbyane Park	22 921	Parks
106	24 Hour Park	24 500	Parks
106	New Kumbayane Park	6 399	Parks
106	Gateway Park	6 951	Parks

106	Waterberg North and South	72 796	Parks
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Service Delivery Unit 3			
Ward	Item description	Estimated m²	Description
61	Laudium Swimming Pool	5 688	Parks, Community Facilities
61	Laudium Tennis	6 313	Parks, Community Facilities
61	Erasmia Tennis	8 323	Parks, Community Facilities
61	Erasmia Community Centre	253	Parks, Community Facilities
61	Laudium Stadium	39 950	Parks, Community Facilities
61	Laudium Soccer	45 000	Parks, Community Facilities
61	Laudium Cricket	39 374	Parks, Community Facilities
61	Laudium Library	324	Parks, Community Facilities
57	Lyttelton Library	1080	Parks, Community Facilities
57	Centurion Blues	75 255	Parks, Community Facilities
64	Uitsig squash	719	Parks, Community Facilities
64	Rooihuiskraal Library	11 910	Parks, Community Facilities
64	Kestrel Park	33 594	Parks
64	Heron Park	17 469	Parks
65	Doornkloof Tennis	5 030	Parks, Community Facilities
65	Centurion Jukskei Club	3 330	Parks, Community Facilities
65	Centurion gymnastics	25 886	Parks, Community Facilities

65	Centurion Rugby Club	39 320	Parks, Community Facilities
65	Irene Oval	26 250	Parks, Community Facilities
66	Valhalla Dodgers	97 775	Parks, Community Facilities
66	Valhalla Scouts Hall	246	Parks, Community Facilities
66	Valhalla Tennis	3 209	Parks, Community Facilities
66	Clubview Tennis (Includes Centurion Pigeon Club, Centurion Squash Club, & Alpha Centurion Runners)	24 871	Parks, Community Facilities
69	Eldoraigne Tennis	5 945	Parks, Community Facilities
69	Eldoraigne Library	384	Parks, Community Facilities
70	Wierda Park Tennis	1 520	Parks, Community Facilities
70	Flamingo Tennis	24 833	Parks, Community Facilities
48	Heuweloord Community Hall	19 121	Parks, Community Facilities
78	Centurion Testing Ground	42 721	Parks, Community Facilities
78	Centurion Taxi Rank	1 251	Parks, Community Facilities
79	Pierre van Ryneveld squash	1 000	Parks, Community Facilities
79	Pierre van Ryneveld Library	384	Parks, Community Facilities
106	Olievenhoutbosch Library & Clinic	4 221	Parks, Community Facilities

106	Olievenhoutbosch New Library	35 319	Parks, Community Facilities
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Region 5			
Ward	Item description	Estimated m²	Description
87	Park Stand 334 Jan Niemand Park Cnr Jan Coetzee and Swaan St.	3 500	Parks
87	Park Stand R/32 Swaan Park Jan Niemand Park	7 890	Parks
87	Park Stand 895 Montana Park x 23 Cnr Flufftail and Braam Pretorius	6 402	Parks
87	Park Stand 113/1863 Nagtegaal St Silverton	20 640	Parks
87	Park Stand 320 Carnation St Lindo Park	5 100	Parks
99 & 100	Stand 779 Wit-Kershout St. Park, Refilwe Manor	3 308	Parks, Community Facilities
99 & 100	Stand 5101 Theepe St. Park, Refilwe	16 664	Parks, Community Facilities
99 & 100	Stand 2740 MP Mokgadi St Mahube Valley	2 400	Parks, Community Facilities
99 & 100	Stand 2650 Refilwe Multi-Purpose Park	19 600	Parks, Community Facilities
99 & 100	Park 1770 Refilwe	2 450	Parks, Community Facilities
99 & 100	Stand 712 Swimming Bath Rd Cullinan	28 270	Parks, Community Facilities
87	Baviaanspoort Islands	123 000	Traffic Islands
87	Stormvoël Islands	52 500	Traffic Islands
99,100	4 Ways Cullinan	7 600	Traffic Islands
99,100	Refilwe Entrance	2 756	Traffic Islands
99,100	Cullinan Entrance	26 911	Traffic Islands
99,100	R515 from Treurnich to North Streets	24 161	Traffic Islands
87	East Lynne Library	16 000	Parks, Community Facilities
87	East Lynne Rugby	29 168	Parks, Community Facilities

99,100	Refilwe Library	3 490	Parks, Community Facilities
99,100	Rayton Municipal Offices	34 000	Council Facilities
99,100	Cullinan Library	3 632	Parks, Community Facilities
99,100	Onverwaght Community Centre	20 480	Parks, Community Facilities
99,100	Refilwe Customer Care	8 209	Parks, Community Facilities
99,100	Refilwe Community Hall	700	Parks, Community Facilities
99,100	Refilwe Parks Office	3 500	Council Facilities
99,100	Refilwe Hostel	4 806	Community Facilities
99,100	Rayton Swimming Pool	1 218	Parks, Community Facilities
87	Derdepoort Parks Office	7 500	Parks, Community Facilities

Region 6			
Service Delivery Pretorius Park Depot			
Ward	Item description	Estimated m²	Description
45,46	Jimmy Aves Park	21 400	Parks
45,46	Vercuiel	15 840	Parks
46,85,86,47,91	Simon Vermooten Median Islands/ Road Reserves	24 584	Traffic Islands
46,85,86,47,91	Lynnwood Road Island from Rubida Daventry to Cura Str	30 000	Traffic Islands
46,85,86,47,91	Garsfontein Middle Island from Anton von Wou – N1	1 000	Traffic Islands
46,85,86,47,91	January Masilela Island from Rosslyn Str – Lynnwood	8 700	Traffic Islands
46,85,86,47,91	Devillebois from Atterbury – Delmas rd	2 000	Traffic Islands
46,85,86,47,91	Delmas rd middle island	3 000	Traffic Islands
46,85,86,47,91	Solomon Mahlangu middle island from Boeing - Delmas	2 000	Traffic Islands

46,85,86,47,91	Nellmapius Drive	720	Traffic Islands
46,85,86,47,91	Nellmapius Alwyn street Enterance	650	Traffic Islands
46,85,86,47,91	Love Drive Entrance, Nellmapius	800	Traffic Islands

Service Delivery Silverton Depot			
Ward	Item description	Estimated m²	Description
86	Loeriesfontein Crescent Park; Erf 911	2 512	Parks
86	Netherland St Park Erf 998, Nellmapius	2 560	Parks
86	Moeletsi Cresscent Park Erf 6253	2 950	Parks
86	Erf 6241, Haleluja St Nellmapius	3 200	Parks
86	Qwa Qwa Stars Rd Erf 2144, Nellmapius	2 250	Parks
86	Phedisana St Park 6251, Nellmapius	4 620	Parks
86	Tshepo St Park 6242, Nellmapius	6 100	Parks
86	Lesedi Park Erf 6240, Nellmapius	27 800	Parks
15	Erf 21282 Mahlangu St Park	8150	Parks
15	Ikageng Community Centre & Park	6200	Parks
15	Nellmapius EXT 21 Park	1 025	Parks
18	Nelson Mandela Park	23 590	Parks
18	Mamelodi Day Hospital Park	14 000	Parks
18	Mamelodi East Soft Ball Park	19 200	Parks
16	Denmark Park,Rammupudu str, Erf 28296	2 500	Parks
16	Bajabulile Park	3 870	Parks
16	Nigeria Park, Erf 29677	1 540	Parks
16	Shilovhane Park Erf 23694	15 120	Parks
10	Pienaarspoort Railway Park	20 625	Parks
6	Vlakfontein Park Sehlabi street	15 645	Parks
6	Radingwana Park	800	Parks
6	Melodi Park	6 850	Parks
6	Melodi Extention Park	24 900	Parks
6	Phola Park	3 000	Parks
17 & 99	Mahube Valley EXT 1	1 365	Parks
17 & 99	Mahube Valley EXT 2	870	Parks
23	Mthunzini Park	6 250	Parks
23	Rethabile Canal Park	24 600	Parks
23	Dube Park	3 800	Parks
23	Khalambazo Park,Sibande St	8 000	Parks
23	Zitha Park,Pienaars River	8 000	Parks
28	Tsamaya Park, Tsamaya St	5 340	Parks

28	Tsomo St Park	6 840	Parks
28	Serbia Soccer World Cup Park Pupudu Street	1 650	Parks
28	Jele Street Park Circle Erf 19514	956	Parks
67	Sunvalley Park	4 300	Parks
67	Sunvalley Park 2, Rammala St	3 980	Parks
67	Kubone Park, Kubone St	18 100	Parks
67	Central Soccer 24-hour Park Kubone St	14 500	Parks, Community Facilities
93	Rondavel Recreation, Modise St, Erf 19692	7 500	Parks, Community Facilities

Ward	Item description	Estimated m²	Description
43	Zoo Lake Hans Coverdale West Spruit	23 340	Parks
43	Barn Owl Park Erf 1526 & 1525	19 783	Parks
43	Orion Park,Peter Road, Erf 1516	3 568	Parks
43	Cormorant Park,Stormvoel str, Erf 1524	4 193	Parks
43	John Sidney East Park,R/3419	34 251	Parks
43	China Park, St Joseph str, Erf 1515	3 994	Parks
43	Bloekomboom Park Herbert Mackenzie St	4 183	Parks
43	Winkler St Spruit Park Erf R/3419	6 379	Parks
43	Bultjies Park,Waterberg weg, Erf 1874	9 286	Parks
43	Tennis Court Park,Roots str, Erf 5004	8 682	Parks
43	Spar Park,Schenk str, Erf 1514	2 885	Parks
43	Loopgang 1 West, Jacobus Lane, Erf 1520	728	Parks
43	Loopgang 2 West, Karel Abel St, Erf 1520	708	Parks
43	Loopgang 3 West St Joseph St, Erf 1522	700	Parks
43	Loopgang 1 East,Karel Abel St, Erf 1518	812	Parks
43	Loopgang Mason St Erf 1521	726	Parks
43	Job St Park Erf 1509	2 150	Parks
43	1527 Fish Eagle Park Robert Jones St	6 852	Parks
43	1529 Philadelphia Park Carel Davies St	2 885	Parks
43	5000 King Fisher Park Progress St Eersterust	16 754	Parks
43	5001 Park 5001 Ostrich Rd	20 889	Parks
43	Woonstel Park Soutrivier Eersterust	6100	Parks
15,16,17, 23,28,38, 41,43	Watloo Road median island and adjacent road reserves	65 000	Traffic Islands
15,16,17, 23,28,38, 41,43	Tsamaya Road Islands & Broad Reserves	42 550	Traffic Islands
15,16,17, 23,28,38, 41,43	Shabangu Circle, Mamelodi	1 150	Traffic Islands
15,16,17, 23,28,38, 41,43	Pienaars Crossing Road Islands	8 420	Traffic Islands
15,16,17, 23,28,38, 41,43	Watermeyer Road and adjacent islands as well as road reserves	39 161	Traffic Islands

15,16,17, 23,28,38, 41,43	Stormvoël Road median islands and road reserves from Dykor Road to Boundary Road	172 010	Traffic Islands
6,15,18, 23,38,40, 43,86	Mxolise Creche, Shabangu St WARD 6	850	Council Facilities
6,15,18, 23,38,40, 43,86	Magobatho Creche, Nkambule St	950	Council Facilities
6,15,18, 23,38,40, 43,86	Tiendeleni Creche, Skosana Xaba St	1 386	Council Facilities
6,15,18, 23,38,40, 43,86	Nellmapius Library & Soccer 47852m2	47 852	Council Facilities
6,15,18, 23,38,40, 43,86	Nellmapius Customer Care Love Drive 9600m	9 600	Council Facilities
6,15,18, 23,38,40, 43,86	Nellmapius Swimming Pool 15000m	15 000	Council Facilities
6,15,18, 23,38,40, 43,86	Eersterust Clinic	3 830	Council Facilities
6,15,18, 23,38,40, 43,86	Eersterust Recreation Centre	3 800	Council Facilities
6,15,18, 23,38,40, 43,86	Eersterust Swimming Pool	9320	Council Facilities
6,15,18, 23,38,40, 43,86	Mamelodi EXT 5 Recreation Centre	7320	Council Facilities
6,15,18, 23,38,40, 43,86	Stanza Bopapa 1 Clinic	3 530	Council Facilities
6,15,18, 23,38,40, 43,86	Stanza Bopapa Library	10 000	Council Facilities
6,15,18, 23,38,40, 43,86	Phahameng Clinic	850	Council Facilities

6,15,18, 23,38,40, 43,86	COT Council Offices Mamelodi Mini Munitoria	12 000	Council Facilities
6,15,18, 23,38,40, 43,86	Mamelodi West Library	400	Council Facilities
6,15,18, 23,38,40, 43,86	Mamelodi West Community Hall	500	Council Facilities
6,15,18, 23,38,40, 43,86	Stanza Bopape Clinic 2 Erf 29505	1 855	Council Facilities
6,15,18, 23,38,40, 43,86	West Clinic, Ntsabeleng St, Erf 6883	480	Council Facilities
6,15,18, 23,38,40, 43,86	Solomon Mahalangu Freedom Square	12 050	Council Facilities
6,15,18, 23,38,40, 43,86	Water & Sanitation Depot, Petroleum Street	17 900	Council Facilities
6,15,18, 23,38,40, 43,86	Mamelodi East Swimming Pool, Mathlare St	1 800	Council Facilities
6,15,18, 23,38,40, 43,86	Itereleng Crech	1 220	Council Facilities
6,15,18, 23,38,40, 43,86	Mahbolepi Mahlatsi Crech	850	Council Facilities
6,15,18, 23,38,40, 43,86	Mamelodi West Swimming Pool	2 000	Council Facilities
6,15,18, 23,38,40, 43,86	Watloo Testing Grounds	140 000	Council Facilities
38, 67	Mamelodi Old Hostels the open space along Block A-O, Block S, Y, P, Block 2, Transitional Residential Units, Phokanoka, Kingsley and Mabitleng CRU	7 400	Rental Stock
43	River Heights Flats	588	Rental Stock

101	SHERE Offices	9 800	Council Facilities, Offices
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Region 7			
Ward	Item description	Estimated m²	Description
102,103, 104,105	Ekgangala section D Park (next to comprehensive) erf no 855	4 998	Parks
102,103, 104,105	Baweze Recreational Park erf no erf 310	8 054	Parks
102,103, 104,105	Thematic Park erf No 2516	83 197	Parks
102,103, 104,105	Rethabiseng Park erf No 528	5 375	Parks
102,103, 104,105	Krisant Park erf no 428	6 851	Parks
102,103, 104,105	Aster Park erf no 678	40 560	Parks
102,103, 104,105	Tweedelan Park erf no 498	5 478	Parks
102,103, 104,105	Zulu Drive Park erf no 2277	3 051	Parks
102,103, 104,105	Mothibe Drive Park erf no 2799	2 230	Parks
102,103, 104,105	Sokhulumi Park Main Road	3 426	Parks
102,103, 104,105	Heritage Park erf 4113	3 010	Parks
102,103, 104,105	Dark City Park (next to sikhulisiwe) erf 1386	6 549	Parks
102,103, 104,105	Masada Park erf 707	24 166	Parks
102,103, 104,105	Ekgangala Sec D Park (next to stadium) erf 1598	9 010	Parks
102,103, 104,105	Ekgangala Sec A (proper) Park	1 765	Parks
102,103, 104,105	Mark Street Park erf 498	7 334	Parks

Ward	Item Description	Estimated m²	Description
102,103	Cnr Cathy & Church Street entrance	2 016	Traffic Islands
102,103	Cnr Church and R25 traffic island	4 136	Traffic Islands
102,103	Cnr De la Rey and R25 traffic island	2 992	Traffic Islands

102,103	Cnr Koper and R25 traffic island	4 180	Traffic Islands
102,103	Zithobeni 1 st entrance	17 000	Traffic Islands
102,103	Bronkhorstsbaai entrance	25 768	Traffic Islands
102,103	Hospital entrance traffic island	1 015	Traffic Islands
102,103	Ekangala 4way stop entrance	26 744	Traffic Islands
102,103	Rethabiseng 4way stop entrance	9 306	Traffic Islands
102,103	Ekandustria 1 st entrance traffic island	1 608	Traffic Islands
102	Zithobeni Swimming Pool	2 548	Council facilities
102	Bronkhorstspruit Swimming Pool	3 840	Council facilities

3.2 Maintenance schedules for horticultural maintenance

The annual schedule in respect of horticultural maintenance of various developed and semi developed sites are indicated in the table below. The needs for maintenance are highly dependent on whether conditions with a peak frequency expected in the summer month. Given the aforementioned it may be assumed that approximately twelve maintenance cycles per annum would be required but this could be increased or decreased according to need. The City also reserves the right to decide on when or indeed if an area must be maintained and may decide to undertake the same with its own internal resources. The maintenance schedules below were used to predetermine the minimum compulsory personnel vehicles and implements required for a complete monthly service. These minimum requirements are further discussed in 5.4.

3.2.1 DESCRIPTION	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
<u>Roads and pathways</u> Weeding and removing of refuse	1	1	1	-	-	-	-	-	1	1	1	1	7
Sweeping and removing of refuse	5	4	4	5	4	4	4	2	2	5	4	5	48

3.2.2 DESCRIPTION	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total/ Annum
<u>Lawn areas</u> Mowing	2	2	2	2	2	2	2	2	2	2	2	2	24
Edging	2	2	2	2	2	2	2	2	2	2	2	2	24
Removing of grass cuttings	Daily after grass has been cut												
Weeding and removing of Refuse	Must be kept free of weeds at all times												
Fertilizer 3:2:1 (28) SR @ 45g/m ²									1				1
Fertilizer 2:3:2 @ 45 g/m ²										1			1
Fertilizer LAN @ 20g/m ²	1		1									1	3

3.2.3 DESCRIPTION	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total/ Annum
<u>Shrubs, perennials and Tuberous plants</u> Pruning and removing of refuse	1	1	1	1	1	1	1	1	1	1	1	1	12
Weeding, cultivation and Removing of refuse	1	1	1	1	1	1	1	1	1	1	1	1	12
Fertilizer 3:1:5 @ 60g/m ²	1									1			2
Irrigation	During summer: 25 mm/ week During winter: 25 mm/month												

3.2.4 DESCRIPTION	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total/ Annum
<u>Trees</u> Pruning of all dead and undesired branches and removing of refuse	1		1		1		1		1		1		6
Weeding, cultivation and Removing of refuse	Water basins must be kept free of weeds and grass at all times												
Irrigation	5	4	4	5	4	1	1	1	4	5	4	5	43
Fertilizer 2:3:2 (22) Zn @ 100 g/tree	1							1		1			3
Fertilizer L A N @ 50 g/tree	1							1		1			3

3.2.5 DESCRIPTION	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total

<u>Litter and rubbish collection</u> Collection and removing of litter and rubbish	Once per day												
<u>Raking and removing of leaf litter</u>	5	4	4	5	4	4	4	2	2	5	4	5	48

3.2.6 DESCRIPTION	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total/ Annum
<u>Cleaning of public toilets</u>	Daily as indicated by Deputy Director												

3.2.7 DESCRIPTION	Jan	Feb	Mar	April	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total/ Annum
<u>Maintenance of fish ponds and dams</u>	Daily and once per year - winter treatment as per Scope of Works												

4. SPECIFICATIONS

4.1. DEFINITIONS

DEPUTY DIRECTOR

The Deputy Director or the person appointed to act on his/her behalf is a delegate of the Regional Head with the responsibility to ensure that the terms and conditions stipulated in the tender are honored by the Tenderer.

OCCUPATIONAL HEALTH AND SAFETY

In terms of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993), every prospective tenderer shall be responsible to familiarise themselves with the relevant contents of mentioned act. Prospective Tenderers shall be responsible to obtain mentioned act.

4.2. EXECUTION OF WORK

The following services must be rendered on the working site:

4.2.1. Maintenance of roads and paths:

The contractor must remove all dead plant material from all roads and paths after herbicides have been applied by the Municipality.

- Paths and roads must be swept as per contractor schedule.
- Manual removal of weeds
- All removed plant material (leaves, seeds etc.), cuttings, swept material, litter, refuse and rubbish must be moved to an approved dumping site as determined by the Deputy Director.

4.2.2. Maintenance of lawn areas:

a) The mowing of grass

- Grass cutting includes surrounding road reserve, alternatively a five-meter strip surrounding the terrain.
- The grass must be mowed with a rotary or cylinder type lawnmower to a constant height of 25mm according to schedule or as specified by the Deputy Director.
- The cylinder-type lawnmowers and all ride on type mower lawnmowers must be fitted with grass boxes.
- The grass must be mowed evenly without any ridges or scarring marks.
- The contractor will be held responsible for any damage to lawn areas due to uneven cutting and must be repaired if requested by the Deputy Director.
- All left over grass clippings as well as all litter must be raked together and removed to an approved dumping site determined by the Deputy Director.
- The edges of the lawn areas as well as the areas around obstacles must be cut with a mechanical edge cutter (nylon line type) to a constant height of 25mm.
- Care must be taken that no trees, shrubs, fences, poles, walls, paving, traffic signs, irrigation systems, private and public property etcetera are damaged during the cutting and mowing period. Any damage to public or private property caused by the contractor will be the responsibility of the contractor and must be handled appropriately.
- The type of mower to be used will be approved in consultation with the Deputy Director.
- Application of herbicides is strictly forbidden as a means of controlling

areas to be mowed.

- Grass under and between fences must be mowed on both sides of the fence and must be kept free of weeds and invader plants.
- Care should be taken not to ring bark trees when grass cutting took place with brush cutters. Damaged trees will be replaced by the Contractor.

b) *Weeding of lawn areas*

- Weeds on lawn areas must be controlled by means of hand weeding on a constant basis.
- All root growth must be removed when weeding is done.
- All removed material and litter must be moved to an approved dumping site as determined by the Deputy Director.

c) *Application of fertilizer*

- All lawn areas must be fertilized five (5) times per year as stated in the schedule and in coordination with and under supervision of the appointed Deputy Director and Operational Head (Horticulture) of the Region.
- All fertilizer will be supplied by the Contractor.
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The Contractor will be held responsible for any damage to fertilized areas due to carelessness.

d) *Irrigation of lawn areas*

- Under no circumstances may water be wasted, and water restrictions must be adhered to.
- All lawn areas must be watered to receive 25mm of water. This must be done weekly in the summer months and monthly in the winter months. (As per contractor schedule)
- The existing irrigation systems or irrigation equipment must be used. The contractor must sign for this equipment and will be responsible for the safe keeping of as well as protection against intentional damage or loss of this equipment. The contractor will be expected to immediately repair or replace damaged or lost items.
- Where no irrigation equipment is available, the contractor will be responsible to supply and use his/her own equipment.
- At the termination of this contract, the contractor will be expected to hand over all the equipment in the same condition it was received. (Normal wear will be accepted)
- The Deputy Director must be allowed to inspect this equipment at any

time.

4.2.3. Maintenance of areas with flowerbeds, shrubs, perennials, tuberous plants and hedges.

a) Pruning

- Hedges must be pruned and maintained according to schedule and as directed by the Deputy Director.
- General pruning must be done throughout the year.
- Shrubs must be pruned as directed by the Deputy Director.
- All dead and excessive plant material, especially dead flowers and leaves of tuberous plants and perennials, must be removed judiciously.
- All removed material and litter must be moved to an approved dumping site as determined by the Deputy Director.

b) Weeding and cultivation

- All areas must be kept free of weeds and grass by means of hand weeding.
- Care must be taken to avoid damage to plants and plant roots during the cultivation process.
- Cultivate to ensure a loose surface with no compaction up to a depth of 50mm according to contractor schedule.
- The edges of beds must be cut, and the soil earthed up as determined by the Deputy Director.
- All dead annuals and other seedlings as well as all litter must be removed, and the soil prepared for new plantings. Preparation must be done as directed by the Deputy Director.
- All removed material and litter must be moved to an approved dumping site as determined by the Deputy Director.

c) Irrigation of areas with flowerbeds, shrubs, perennials, tuberous plants and hedges.

- All areas with flowerbeds, shrubs, perennials, tuberous plants and hedges areas must be watered to receive 25mm of water. This must be done weekly in the summer months and monthly in the winter months. (According to contractor schedule)
- Under no circumstances may water be wasted, and water restrictions must be adhered to

- The existing irrigation systems or irrigation equipment must be used. The contractor must sign for this equipment and will be responsible for the safe keeping of as well as protection against intentional damage or loss of this equipment. The contractor will be expected to immediately repair or replace damaged or lost items.
- Where no irrigation equipment is available, the contractor will be responsible to supply and use his/her own equipment.
- At the termination of this contract, the contractor will be expected to hand over all the equipment in the same condition it was received. (Normal wear will be accepted)
- The Deputy Director must be allowed to inspect this equipment at any time.
- Seedlings must be watered daily or as determined by the Deputy Director.

d) *Application of fertilizer*

- All lawn areas must be fertilized five (5) times per year as stated in the schedule and in coordination with and under supervision of the appointed Deputy Director and Operational Head (Horticulture) of the Region.
- All fertilizer will be supplied by the Contractor.
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The Contractor will be held responsible for any damage to fertilized areas due to carelessness.

4.2.4. Maintenance of existing and newly plated trees

a) *Pruning*

- All dead and undesired branches must be removed as instructed by the Deputy Director
- Dead and undesired trees will be removed by the CoT.
- The material must be removed daily to an approved dumping site as determined by the Deputy Director.

b) *Weeding and cultivation*

- The water basin around the trees must be kept free of weeds and grass at all times.

- Mature trees with a stem size larger than 75mm do not require water basins. Water basins may only be closed when ordered by the Deputy Director.
- It is the contractor's responsibility to ensure that the tree is supported at all times. Supports will be supplied by the City of Tshwane.
- Care must be taken to avoid damage to the trees. Under no circumstances may a mechanical edge cutter be used around the base of a tree. Any tree damaged in this manner due to negligence will be replaced by the contractor at own cost.
- All removed weeds and grass must be moved to an approved dumping site as determined by the Deputy Director

c) *Irrigation*

- All trees with water basins must be watered once per week up to the end of May where after it must be watered once per month up to the end of August (or as instructed by the Deputy Director).

d) *Application of fertilizer*

- All lawn areas must be fertilized five (5) times per year as stated in the schedule and in coordination with and under supervision of the appointed Deputy Director and Operational Head (Horticulture) of the Region.
- All fertilizer will be supplied by the Contractor.
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The Contractor will be held responsible for any damage to fertilized areas due to carelessness.

4.2.5. Litter collection and Rubbish removal

- The Contractor is responsible for the daily collection of litter and rubbish on site as well as from existing rubbish bins.
- All litter and rubbish are to be removed to an approved dumping site as determined by the Deputy Director.
- All leaves, seeds, etcetera of the trees and shrubs on all areas must be raked together on a daily basis.
- All raked, swept material including plant material (leaves, seeds etc.), cuttings, swept material, litter, refuse, and rubbish, is to be removed from the garden areas at the end of each day to an approved dumping site as determined by the Deputy Director

4.2.6. Maintenance of ablution facilities

- Public toilets must be cleaned daily.
- Cleaning must be done during normal office hours.
- The tenderer must supply the cleaning materials and cleaning utensils to perform this task.
- The tenderer must supply deo-blocks and toilet paper as instructed by the Deputy Director.

4.2.7. Maintenance of fishponds, water features and dams

Daily basis:

- Remove any foreign objects, including litter and plant or animal material which may have fallen or blown into the water feature.
- Feed the fishes with a registered approved fish food as directed by the Deputy Director.
- Check that the pump house is kept locked at all times when work is not being undertaken.
- Remove any dead plant material in the water feature which may be necessary as instructed by the Deputy Director.
- Report any damage or repairs required to the Deputy Director immediately.

Weekly basis:

- Clean out the pump house. (Sweep and dust the whole area)
- Remove all items from the pump house other than those required to be there as decided by the Deputy Director
- Sweep paved section around the water feature
- Fill the water feature to replace water lost due to transpiration and as directed by the Deputy Director

Any other instruction surrounding the water feature as instructed by the Deputy Director this may include cleaning of algae off the walls of the water feature, wiping down of the outer walls of the water feature, etc.

Annually during July:

- Empty the water feature
- Clean the walls of algae
- Place fish in holding tanks.
- Replant water plants in cooperation with Deputy Director .
- Remove and clean fountain nozzles.
- Clean and flush pipes.
- Refill dam.

4.3. GENERAL EXPECTATIONS DURING EXECUTION OF WORK

- Care must be taken that no trees, shrubs, fences, poles, walls, paving, traffic signs, private and public property etcetera are damaged during the cutting and/ or removal period on the site. Any damage to public or private property caused by the Contractor will be the responsibility of the Contractor and must be handled appropriately
- All loose objects (including papers, plastic bags, bottles, stones, wires, etc.) which can give rise to damages and further littering must be removed and placed into bags before the grass on the site is cut.
- Care must be taken that the cutting blades of all equipment that is utilized, always needs to be sharp and safe to use according to manufacturer specification
- The Contractor is not allowed to refill or spill petrol, diesel or oil on any grass surface on a site. If any spillage or damage on a site occurs, the Contractor will repair the damage to the full satisfaction of the Deputy Director
- Cutting must not be undertaken during exceptionally wet circumstances. The Deputy Director is to be contacted in such an event to assess the situation to amend the cutting programme.
- Once grass cutting has commenced on a site or work portion, it shall be completed without delay and the contractor shall complete (including trimming and collection) one area of grass cutting before moving to the next work area
- The contractor shall allow in its rates for cutting around all obstacles and obstructions including tree bases, lamp columns, telephone columns, manhole covers, benches, swing bins, etc within the work area to be cut. The same height standard of cut shall be maintained around obstacles and obstructions as required on the immediate adjacent areas by use of suitable machines or by hand cutting
- The contractor shall further allow in its rates for cutting rough, sloping or uneven ground including grass banks traverse, sides and bottoms of ditches which shall be cut to the same standard of finish as that specified on immediately adjacent level areas
- Care must be taken that the stems of trees are not damaged by mechanical brush cutters or any other equipment
- The developed sites must always be kept free of declared weeds and declared invader plants and removal thereof must take place simultaneously with every cut on a site
- All litter, foreign objects and grass clippings shall be collected into secured refuse bags that must be removed from the maintenance site simultaneously on the day of cutting. No separate payment shall be made for unearthed waste removal on the site.
- The CoT as an organ of state subscribes to the principles of Climate change mitigation and adaptation. As a result, the contractor/s shall be encouraged to use well serviced and non-polluting devices like rakes and brooms. The CoT prefers that blowers and other power equipment are

- low-decibel, low fossil fuel consumption, and low emissions models.
- The maximum duration to complete each aspect of the specification may not exceed 22 working days from the start date of the work, as set out in this document.

4.4. PERSONNEL, VEHICLES, EQUIPMENT AND MACHINERY (VEM)

It is expected of the Contractor to supply all Personnel, Equipment, Implements and Vehicles as prescribed for execution of the work. Personnel / Labour must be appointed from the demarcated area where services are rendered.

Under the term 'equipment' the following examples are meant (mattocks, pangas, bows, saws, spades, forks, rakes, hey-forks etc.) but other equipment is not excluded and must be supplied when requested by the CoT.

Each tractor must be accompanied by a helper.

The Contractor shall have the following minimum workers, vehicles, and equipment to be utilized in each Region as indicated below. It shall be the responsibility of the contractor to ensure that sufficient workers, vehicles, equipment, machines, and safety clothing are included in their tender price to render an effective service.

4.4.1 Region 1

4.4.1.1 Functional Unit 1 Akasia: Parks

Ward 2,98 Jopie Fourie Park, Vader Kestell Park, Spuitfontein

Functional Unit 1 Akasia: Traffic Islands

Ward 2,4,98 Gerrit Maritz, Rachel de Beer, Daan de Wet Nel.

Functional Unit 1 Akasia: Council Facilities

Ward 4 Rosslyn Depot, Clinic, Police Station, Akasia Library, Akasia Squash Park, Akasia City Hall, Head Office

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	4
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	4

Unskilled labourers with appropriate garden tools as well as cleaning materials and cleaning utensils for the cleaning of ablution facilities at Vader Kestell Park	18
Blower	1

4.4.1.2 Functional Unit 2 Ga-Rankuwa: Parks

Ward 30,31,32

Mountain Park (Erf 2311), Unit 20 E (258JR), Unit 23.2 (1728) Casandra Unit 2 (Erf R44), Unit 7.3 (Erf1262)

Ward 31,32

Unit 21A (Erf 823), Unit 21B (Erf 1004), Unit 5 Head Office (Part of Erf R 8873) Unit 6 Arts & Craft, Unit 1 Library, Unit 3 Park, SAB Park

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	2
Unskilled labourers to work with tractors	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	2
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	3
Unskilled labourers with appropriate garden tools	7
Blower	0

4.4.1.3 Functional Unit 3 Soshanguve: Parks

Section 1 Soshanguve:

Ward 29,88,94

1165 Block AA Eco Park, 286 Block AA Eco Park, Block SS Park, Block NN Park, Block GG

Section 3 Soshanguve:

Ward 36,37,39,89,90

3328 Ext 1 Park, Ext 19 Park, 4981 Ext 4 Park, 8127 Ext 3 Park, 1613 M Park Ext 1

Functional Unit 3 Soshanguve: Traffic Islands

Ward 20,21,29,34,35,36

Bushveld Road, Buitekant Street Islands at Giant stadium

Functional Unit 3 Soshanguve: Council Facilities

Section 1 Soshanguve:

Ward 27,34,94

R1838 Block BB Bodibeng Library & Customer Care, Halala Library and Community Hall, Munisipal store and Fuel Depot, Soshanguve Swimming Pool, KT Motobatse, Soshanguve Skill Centre, Block X Community Centre and Library

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	1
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	3
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	7
Unskilled labourers with appropriate garden tools	25
Blower	1

4.4.1.4 Section 2 Mabopane / Winterveld Parks:

Ward 19,20,21,22

Maroela View, Maroela Sun Park, ODI Spruit Park, Slovo, Slovo Ville Park

Section 2 Mabopane Traffic Islands:

Circle 1 & 2+ undeveloped outer,

Section 2 Mabopane / Winterveld: Council Facilities

Multi-purpose Centre & library Winterveldt, COT Municipal Chamber Winterveldt, Customer Care Point Beirut, 702JR Mabopane Indoor Centre, customer Care Unit X, Metro Police depot, ODI Water Depot & Offices, Unit X Library, Mabopane Skill Centre Unit X

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	1
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	1
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	13
Blower	1

4.4.2. Region 2

4.4.2.1 Functional Unit 1 Section 1: Parks

Ward 5, 50 & 96

Zwangat Park, Fanie Park, Digby Park, Jan Bantjies Park, Tuindorp Park, Honeysuckle Park, Sinoville Trimpark, Marija Park, George Antun Park, Katjeepering Park, Parsley st Park, Streakwood Park, Doornpoort Park (2), Rooiwal Park, Ghana Park, Cecil st park, Rooiwal community centre and swimming pool 2, Pyramid Clinic 1, Doornpoort Clinic 1.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	2
Unskilled labourers to work with tractors	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm) OR	2
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	3
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	7+ 3= 10
Unskilled labourers with appropriate garden tools	3+4 = 7
Blower	1

4.4.2.2 Functional Unit 1 Section 2: Parks

Ward 73, 74 & 75

Ramotse 1&2 Park, USA Park, Government Park, Soccer ground Park, Steve Biko Library and skills training centre 1, Rockville Park, Ou Stad Parks (1-14), Temba Clinic 1, Leboneng Park, Kudube North Park, Sebothoma Community centre 2, Temba swimming pool1.,

Ward 8, 13 & 14

Kudube South Park, Suurman Community Hall and library 2, Sekampaneng Park, Stinkwater Park, Stinkwater thematic Park, Italy Park, Argentina Park, Stinkwater library 1, New Eersterust Park, Hammanskraal community centre 2.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm) OR	2
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	3
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters	15
Unskilled labourers with appropriate garden tools	3+9 = 24
Blower	1

4.4.3. Region 3

4.4.3.1. Functional Unit 1 Princess Park: Parks

Ward 59

Gauteng North Tennis, Lente Street Park, Kruin Street Park, Mears Street Park, Jan Cillie Park, Sunnyside Play Park & Jakaranda Park, Fort Klapperkop

Ward 58

Jazz Square Marabastad, Church Square

Ward 60

City Hall Park

Ward 80

Burgers Park, Melrose House

Ward 81

Jubilee Park East & West, Walkerspruit, De Rapper street playpark

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	2
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters	3
Unskilled labourers with appropriate garden tools	13

4.4.3.2. Functional Unit 1 Princess Park: Traffic Islands

Ward 59,60,80

Fountains Circle & intersection, Eeufees Traffic Islands, Kgosi Mampuru Traffic Islands, Nana Sita & Nelson Mandela Traffic Islands

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	4
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters	2
Unskilled labourers with appropriate garden tools	15

4.4.3.3. Functional Unit 1 Princess Park: Dams

City Hall, Burgers Park, Fountains Circle, Jan Cillie Park, Van Riebeeck Fountain, Art Museum

Minimum recommended personnel required for the cleaning of pools:	QUANTITY
Supervisor	1
Unskilled labourers with required ponds and water features cleaning equipment	8

4.4.3.4. Functional Unit 2 Loftus Depot: Parks

Ward 42

Waterkloof Spruit sect. Dely Rd. Koranaberg Rd. Park, Eridanus Str. Park Erasmusrand Park, Anselia Rd. Undev Park, Apies River Spruit sect.

Luipaards rd. Monument Park, Tennis Undev. Park, Sterrewag Park, Slang Park, Nyale rd. Park, Argo Oord – 3 x sections, Waterkloof Tennis

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	2
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	6
Blower	0

Ward 56

Magnolia Dell and Islands, Nieu Muckleneuck Trimpark, Middel str Tennis Park, Brooklynn Spruit – 3 x sections, Bruinsleigh Park, Niemeyer Square Park, Magnolia Running Club, De Jongh Diving Centre, Hillcrest Swimming pool

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	1
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) And	4
Semi-skilled labourers/Lawn Mower Operators with petrol driven 36” Cylinder Type Walk Behind Self Driven Mowers	2
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
And Semi-skilled labourers/Lawn Mower Operators with petrol driven 36” Cylinder Type Behind Self Driven Mowers	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	4
Unskilled labourers with appropriate garden tools	12

Ward 82,92

Arcadia Park, Venning Park, Springbok Park, Station Place Park, Park str. Islands, Walker spruit (both sides), Glynn str. parks (x2), Pretoria Art Musuem, Lynnwood Tennis, Menlo Alkantrand Tennis. The LoopDawn Park, Palm Park, Charlie Park co Justice M + Atterbury, Elizabeth Grove park

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) And	3
Semi-skilled labourers/Lawn Mower Operators with petrol driven 36" Cylinder Type Behind Self Driven Mowers	2
OR	
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
And Semi-skilled labourers/Lawn Mower Operators with petrol driven 36" Cylinder Type Behind Self Driven Mowers	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	4
Unskilled labourers with appropriate garden tools as well as cleaning materials and cleaning utensils for the cleaning of ablution facilities at Arcadia Park, Venning Park, Springbok Park,	18
Blowers	3
Hedge Trimmer	1

4.4.3.5. Functional Unit 3 Loftus Depot: Traffic Islands

Ward 56/82

Roper str. Island, Koeksister Entrance Islands, Sappers Countour str island, Thatshersfield str island, Millers Mile str island, Protea str island, Thomas Edison str co Justice Mohammed, Atterbury form Lynnwood – Justice Moham, Mackenzie str island, Rosemary str island, Farmers Folley str island, Sussex str island

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	2
OR	
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	1
Hedge Trimmer	1

4.4.3.6. Functional Unit 3 Moregloed Depot: Parks

Ward 52/53/54

Pieter human park, Moregloed Park, Coopers Park (including Jukskei), Trim Park, Villeria Tennis, Waverley Tennis, Moregloed Tennis, Waverley Library, Moot Library, Tom Freitz Park, Northern Suburb Tennis, Tjaart van Vuuren Swimming pool, Les Marais Swimming pool

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Unskilled labourers to work with tractors	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower OR	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	3
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	3
Unskilled labourers with appropriate garden tools	9

Ward 84

Never again memorial park, Rietondale Park, Pierneef Tennis, Quenswood Tennis, Mansfield Ring Tennis

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm) OR	3
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	3
Unskilled labourers with appropriate garden tools	4

4.4.3.7. Functional Unit 3 Moregloed Depot: Traffic Islands

Ward 52/84/87

Gordon Str. Island, Baviaanspoort Island, Stormvoel Traffic Island.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	<u>QUANTITY</u>
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LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	1
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	8

4.4.3.8. Functional Unit 4 Mayville Depot: Parks

Ward 1

Flower str park, Boys Scout, Sinovich Dam, Japie Le Roux park, Claremont park Sarel street Park

Ward 53

Franzina park, Sophia Park, Bruins st park (both sides), Solomon st park, Klessler st park

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	<u>QUANTITY</u>
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	2
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride On Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	6
Unskilled labourers with appropriate garden tools	9

Ward 55

Theo Slabbert Park, Kirkney/Vulcanite St Park, Lady Selborne Park, Suiderberg Park, Dorp park, Belmont Park, Bergsig park & Tennis. Eskia Mphahlele drive, Van Rensberg str Park

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	<u>QUANTITY</u>
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1

Unskilled labourers to work with tractors	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	3
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	7

4.4.3.9. Functional Unit 4 Mayville Depot: Traffic Islands

Bremer Street, De Vaal Interchange and van Der Hoff.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	<u>QUANTITY</u>
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	2
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	3
Unskilled labourers with appropriate garden tools	5

4.4.3.10. Functional Unit 5 Pretoria West Depot: Parks

Ward 3

Soetdoring & Deurloop, Danville – Dirksen, Danville – Braine Street, Danville - Cronje Street, Danville - Jan Ellis Ave, Elandspoort - Eco Park, Hans MoolmanPark, Kalafong Heights Fitnes, Tungsten Park, Frederick Theron, Gert Van Schalkwyk swimming pool, Hans Moolman Paddling pool, Kwaggaspruit swimming pool

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	<u>QUANTITY</u>
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	4
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride On Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	6

Ward 58,62,68

Phillip Nel Park, Tom Cladrige, Phillip Nel Park – (Erf 253), Phillip Nel Park – Frans soft, Morkel Park, Holloway koppie Ward 7 Lotus gardens: Jalapeno Ward 62 Atteridgeville:Maluka Park, Maunde square park, Modjadj park, Mlambo Community Hall, Nja Park Tlou Park, Lehabe, Atteridgeville Community Centre, Atteridgeville Library, Atteridgeville swimming pool, Saulsville Arena, Saulsville swimming pool

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	<u>QUANTITY</u>
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	3
OR	2
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	9

4.4.3.11. Functional Unit 5 Rental Stock and Hostels

Ward 58/ 63/ 81

Die Heuwel, Groenveld, Blesbok, Bosbok, Ou Stalshoogte, Nuwe Stalshoogte, Belle Ombre Hostel and Saulsville Hostel

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	<u>QUANTITY</u>
LDV with Trailer and Driver/Supervise	0
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	3
Unskilled labourers to work with tractors	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Rotary mower (750mm)	6
OR	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	
Semi-skilled labourers/ Lawn Mower Operators with petrol driven brush cutters (minimum 35cc)	0
Unskilled labourers with appropriate garden tools	0

4.4.4. Region 4

4.4.4.1. Functional Unit 1: Parks

Ward 61

Azure Park, Jacaranda Park, Jet Park, Brown Park, Bengal park Bengal West park, Bengal central park, Bengal East Park, Himalaya Park, Turbonite park, Emerald park, Aquamarine park, Helena st Erasmia

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	3
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	3
Unskilled labourers with appropriate garden tools	9
Blower	1

4.4.4.2. Functional Unit 1: Traffic Islands

Ward 3

Botha Avenue, Lenchen ave, River ave, Botha Avenue, 1 st Entrance, Gen.Pienaar Erasmia John Vorster dr, John Vorster Road Island, Lenchen dr.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	4
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	3
Unskilled labourers with appropriate garden tools	10
Blower	1

4.4.4.3. Functional Unit 2: Parks

Ward 64,69,70

Kolgans Park, Banana Park, Rooihuiskraal Fees terrain, Zwartkops resort

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0

Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	6
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	3
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	4
Unskilled labourers with appropriate garden tools	1
Blower	1

Ward 77,106

Tango Park, Rethabile st Play Park, Echo Park, Cycad Crescent Play Park, Kumbayane Park, 24 Hour Park, New Kumbayane Park, Gateway Park

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	4
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	3
Unskilled labourers with appropriate garden tools	11
Blower operator with Blower	1

4.4.4.4. Functional Unit 1 & 2: Council Facilities

Ward 57,61,64,65,66,69,70,78,79,106

Laudium swimming pool, Laudium tennis, Laudium Library, Erasmia Tennis, Erasmia Community Centre, Erasmia Clinic, Erasmia Swimming Pool, Lyttleton library, Uitsig squash, Rooihuiskraal Library, Doornkloof Tennis, Centurion Jukskei Club, Centurion Gymnastics, Centurion Testing Grounds, Valhalla Dodgers, Valhalla Scouts Hall, Valhalla Tennis, Clubview Tennis, Centurion Racing Pigeon Cub, Centurion Squash Club, Alpha Centurion Runners Club, Eldoraigne Tennis, Eldoraigne Library, Wierda Park tennis, Flamingo Tennis, Pierre Van Ryneveld Squash, Pierre van Ryneveld Library, Olievenhoutbosch Library, Clinic

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervisor	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	2
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	4
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	10
Unskilled labourers with appropriate garden tools	4
Handheld petrol driven Blower	2

4.4.5. Region 5

4.4.5.1. Functional Unit: Parks

Ward 87

Park Stand 334 Jan Niemand Park Cnr Jan Coetzee and Swaan St.
 Park Stand R/32 Swaan Park Jan Niemand Park
 Park Stand 895 Montana
 Park x 23 Cnr Flufftail and Braam Pretorius

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	1
OR	
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	4
Blower operator with Blower	0

Ward 99 & 100

Wit-Kershout St. Park, Refilwe Theepe St. Park, Mahube Valley Park, Refilwe Park, Park 1770 Refilwe, Cullinan Park.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	1

Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	1
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	8
Blower operator with Blower	1

4.4.5.2. Functional Unit: Traffic Islands

Ward 87,99 & 100

4 Ways Cullinan, Refilwe Entrance, Cullinan Entrance, Baviaanspoort Rd, R515 from Treurnich to North streets

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	1
Unskilled labourers to work with tractors	1
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	1
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	0
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	4
Blower operator with Blower	0

4.4.5.3. Functional Unit: Council Facilities

Ward 87,99 & 100

East Lynne Library, Refilwe Library Cnr MJ Rumo and Pekwa St, Rayton Mun Offices, Cullinan Library, Onverwaght Community Centre, Refilwe Customer Care, Shoppings centre MJRumo St Refilwe Refilwe Community Hall, Refilwe Housing office, Refilwe Hostel, Rayton Swimming Pool, Derdepoort parks office

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	1
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	0

Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	1
Unskilled labourers with appropriate garden tools	8
Blower operator with Blower	0

4.4.6. Region 6

4.4.6.1. Functional Unit Pretorius Park Depot: Parks

Ward 45,46

Jimmy Aves and Vercuiel.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	4
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	6
Unskilled labourers with appropriate garden tools	4
Blower operator with Blower	0

4.4.6.2. Functional Unit Pretorius Park Depot: Traffic Islands

Ward 46,85,86

Simon Vermooten median islands and road reserves

Lynnwood Road Island from Rubida to Cura str, Garsfontein middle island from Anton von Wouw – N1, January Masilela Island from Rosslyn str – Lynnwood, Devillebois from Atterbury – Delmas rd, Delmas rd middle island, Solomon Mahlangu middle island from Boeing – Delmas, Nellmapius Drive 1200m², Nellmapius Alwyn Street Entrance, Love Drive Entrance, Nellmapius

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	3
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	4
Hand-Held Blower	1

4.4.6.3. Functional Unit Silverton Depot: Parks

Ward 86

Nellmapius

Loeriesfontein Crescent Park; Erf 911, Netherland St Park Erf 998, Moeletsi Cresscent Park Erf 6253, Erf 6241, Haleluja St, Qwa Qwa Stars Rd Erf 2144, Phedisana St Park 6251, Tshepo St Park 6242, Lesedi Park Erf 6240,

Ward 15

Erf 21282 Mahlangu St Park, Ikageng Community Centre & Park 12000m2, Nelmapius Ext 21 Park

Ward 18

Nelson Mandela Park, Mamelodi East Solf Ball Park, Mamelodi Day Hospital Park,

Ward 16

Denmark Park, Rammapudu str, Erf 28296, Bajabulile Park, Nigeria Park, Erf 29677, Shilovhane Park Erf 23694

Ward 10

Pienaarspoort Railway Park

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	3
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-on Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	4
Unskilled labourers with appropriate garden tools	6
Hand-Held Blower	1

Ward 6

Vlakfontein Park Sehlabi Street, Radingwana Park, Melodi Park, Melodi Extention Park, Phola Park.

Ward 17,99

Mahube Vallei Ext Ext 2,

Ward 23

Mthunzini Park, Rethabile Canal Park, Dube Park,

Khalambazo Park,Sibande St, Zitha Park,Pienaars River

Ward 28

Tsamaya Park, Tsamaya str, Tsomo St Park, Serbia Soccer World Cup Park; Pupudu street,

Ward 38

Solomon Mahlangu Square,Mokwena Park 19516

Ward 67

Sunvalley Park, Sunvalley Park 2, Ramaala str, Kubone Park, Kubone str, Central Soccer 24-hour Park Kubone St,

Ward 93

Mamelodi Rondavels, Mamelodi Rondavel Park, Modise St, Erf 19692

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	4
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	2
Hand-Held Blower	1

Ward 43

Zoo Lake Hans Coverdale West Spruit, Barn Owl Park Erf 1526 & 1525 Orion Park,Peter Road, Erf 1516, Cormorant Park,Stormvoel str, Erf 1524 John Sidney East Park,R/3419, China Park, St Joseph str, Erf 1515 Bloekomboom Park Herbert Mackenzie str, Winkler St Spruit Park Erf R/3419 Bultjies Park,Waterberg weg, Erf 1874, Tennis Court Park,Roots str, Erf 5004 Spar Park,Schenk str, Erf 1514, Loopgang 1 West, Jacobus Lane, Erf 1520 Loopgang 2 West, Karel Abel St, Erf 1520, Loopgang 3 West St Joseph str, Erf 1522 Loopgang 1 East,Karel Abel str, Erf 1518, Loopgang Mason St Erf 1521 Job St Park Erf 1509, 1527 Fish Eagle Park Robert Jones St, 1529 Philadelphia Park Carel Davies St, 5000 King Fisher Park Progress St Eersterust, 5001 Park 5001 Ostrich Rd Woonstel Park Soutrivier Eersterust.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm)	5
OR Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	3
Hand-Held Blower	1

4.4.6.4. Functional Unit Silverton Depot: Traffic Islands

Ward 15,16,17,23,28,38,41,43

Watloo Road Median Island and adjacent road reserves

Tsamaya Road Islands & Broad Reserves

Shabangu Circle, Mamelodi Ward 1400m²

Pienaars Crossing Road Islands

Watermeyer Road and adjacent islands as well as road reserves

Stormvoël Road from Dykor Road to Boundary Road.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	2
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	4
Hand-Held Blower	1

4.4.6.5. Functional Unit Silverton Depot: Council Facilities

Ward 6,15,18,23,38,40,43,86

Mxolise Creche, Shabangu St WARD 6, Magobatho Creche, Nkambule St Tiendeleni Creche, Skosana Xaba St, Nellmapius Library & Soccer Nellmapius Customer Care Love Drive, Nellmapius Swimmingpool, Eersterust Clinic, Eersterust Recreation Centre, Eersterust Swimming Pool Mamelodi X5 Recreation Centre; Ramapudu St, Stanza Bopapa 1 Clinic Stanza Bopapa Library, Phahameng Clinic, Stanza Bopape Clinic, Thusong Centre, Old Mamelodi Council Shabangu St, Mamelodi West Library & Community Cen, West Clinic, Mamelodi East Swimming Pool, Mathlare St, Itereleng Crech, Mahbolepi Mahlatsi Crech, Mamelodi West Swimming Pool and Solomon Mahlangu Freedom Square and surrounding road reserve

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	4
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	6
Unskilled labourers with appropriate garden tools	4
Hand-Held Blower	1

4.4.6.6. Functional Unit Silverton Depot: Watloo Testing Centre and Depots

Watloo testing grounds and Water & Sanitation Depot, Petroleum Street.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	2
Unskilled labourers to work with tractors	2
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	4
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	2
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	9
Unskilled labourers with appropriate garden tools	6
Hand-Held Blower	2

4.4.6.7. Rental Stock

Ward 38,43,67

Mamelodi Old Hostels the open space along Block A-O, Block S, Y, P, Block 2, Transitional Residential Units, Phokanoka, Kingsley and Mabitleng CRU, River Heights Flats, SHERE offices

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
LDV with Trailer and Driver/Supervisor	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	3
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	5
Unskilled labourers with appropriate garden tools	6
Handheld petrol driven Blower	2

4.4.7. Region 7

4.4.7.1. Functional Unit: Parks and Council Facilities

Ekangala section D Park (next to comprehensive) erf no 855, Baweze recreational park erf no erf 310, Thematic Park erf No 2516, Rethabiseng Park erf No 528, Krisant Park erf no 428, Aster Park erf no 678, Tweedelan park erf no 498, Zulu drive park erf no 2277, Mothibe drive park erf no 2799, Sokhulumi park main road, Heritage Park erf 4113, Dark City park (next to sikhulisiwe) erf 1386, Masada park erf 707, Ekangala sec D park (next to stadium) erf 1598, Ekangala sec A (proper) park Mark street park erf 498, Bronkhorstspuit swimming pool, Zithobeni swimming pool.

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver/Supervise	2
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	3
Unskilled labourers to work with tractors	3
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	5
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	3
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	10
Unskilled labourers with appropriate garden tools	4
Blower operator with Blower	1

4.4.7.2. Traffic Islands

Cnr Cathy & Church street entrance, Cnr Church and R25 traffic Island, Cnr De la Rey and R25 traffic island, Cnr Koper and R25 Traffic island, Zithobeni 1st entrance, Bronhorstsbaii entrance,

Hospital entrance, Ekangala 4way stop entrance, Rethabiseng 4way stop entrance, Ekandustria 1st entrance traffic island

Minimum compulsory personnel vehicles and implements required for a complete monthly service:	QUANTITY
Horticulturist	1
LDV with Trailer and Driver/Supervise	1
Tractors (35kw) with drivers and mounted 1 200mm rotary mower	0
Unskilled labourers to work with tractors	0
Semi-skilled labourers/Lawn Mower Operators with petrol driven Rotary Mower (750mm) OR	2
Semi-skilled labourers/Lawn Mower Operators with petrol driven Ride-On Rotary Mower (1200mm)	1
Semi-skilled labourers/ Lawn Mower Operators with petrol driven Brush Cutters (minimum 35cc)	2
Unskilled labourers with appropriate garden tools	4
Blower operator with Blower	1

4.5. OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall be responsible to ensure that all his/her workers are issued with protective clothing in terms of Section 37(2) of the Occupational Safety Act (Act 6 of 1983) where it is marked with an * in the specific column. Contractors shall ensure that issued safety clothing is replaced when necessary.

The contractor must ensure that his employees wear the safety equipment at all times and must make provision in his price as well as the renewal of the protective equipment.

SAFETY CLOTHING AND EQUIPMENT								
Post	Overall with reflective vests	Safety shoes	Hard hat	Ear-muffs	Gloves	Safety spectacles	Leg shields	Face shield
Project Manager/ Horticulturist	*	*						
Tractor driver	*	*	*	*	* PVC			*
Semi-skilled worker/ lawnmower operators	*	*	*	*		*	*	
Unskilled worker	*	*			*			

5. COMPULSARY BRIEFING SESSION

Due to the nature and extent of the work it is essential that prospective contractors undertake a briefing session with officials of Community Services Parks and Horticulture and Sport and Recreation Services.

6. DELIVERABLES (AFTER CONTRACT HAS BEEN AWARDED)

- a) A certified copy of an unendorsed professional drivers-permit and license of the driver(s) of the aforesaid vehicles; must be submitted when requested by the City of Tshwane.
- b) Proof that the vehicles, implements and equipment listed under 5.4 are comprehensively insured must be submitted within seven (7) days after the CoT requested the information.
- c) If a tender for the rendering of a service in a part of the CoT is awarded to the tenderer, the tenderer shall, during the currency of the contract ensure that:
 - The vehicles, implements and equipment are roadworthy.
 - The vehicles, implements and equipment are comprehensively insured.
- d) The successful tenderer shall negotiate with companies to hire maintenance equipment and machinery, while their machinery are being serviced or repaired. No downtime will be accepted for equipment breakdowns.
- e) The rotary mowers used must comply to the minimum required industry cutting standards for rotary mowers

LDV and Trailer (min 1 Ton)

Tractor mounted slasher	:	3 000m ² / hour
Brush cutter	:	190m ² /hour
Rotary Mower (750mm)	:	1 100m ² /hour
Rotary Mower (300mm)	:	450m ² /hour
Ride on Mower	:	2 000m ² /hour

- f) Service delivery will be required within 14 days from the effective date of this tender. The contractor will be expected to attend monthly site meetings with the Deputy Director. It will be expected of the contractor to compile a schedule and Gantt (or equal to) chart for regular maintenance activities by area and submit to the Deputy Director for review. The contractor shall review the proposed schedules with the Deputy Director at the regularly scheduled meetings and adjust as necessary to avoid conflicts. The contractor shall further maintain a computerised log of activities (including before and after pictures with relevant dates) performed on a working day basis and provide a written copy to the Deputy Director monthly.
- g) The City of Tshwane may at any stage after the appointment of the contractor, during the production or execution, or on completion of work, subject the contractor to an inspection of the premises of the contractor at all reasonable hours to inspect contractor' vehicles, implements, and equipment and premises. These inspections shall be carried out as follows: The Deputy Director, will visit the premises upon a formal appointment to inspect all plant and equipment and other items deemed necessary.

- h) All work should commence within 3 days after the issuing of a purchase order, unless specified otherwise.
- i) The Contractor shall not cause any interference to traffic along public roads, private roads or footpaths. Should the need arise for the temporary closure of any road the Tshwane Metro Police must be contacted to make arrangements.

7. STAGES OF EVALUATION

The following bid will be evaluated according to the following stages:

- **Stage 1: Administrative Compliance**
- **Stage 2: Mandatory Requirements**
- **Stage 3: Functionality Criteria**
- **Stage 4: Preference Point System**

7.1. Stage 1: Administrative Compliance

All the proposals will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents. Service providers that comply with ALL the Stage 1 requirements will be evaluated against the mandatory requirements as set out in Stage 2.

7.2. Stage 2: Mandatory Requirements

The tenderer must include the following documentation with the tender document failing which will result in immediate disqualification:

7.2.1. OWNERSHIP OF VEHICLES IMPLEMENTS AND EQUIPMENT:

- a. The prospective contractor is expected to supply a register of vehicles, implements and equipment as specified in **paragraph 4.4**, for evaluation and inspection purposes (Table A: SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT). The Contractor must supply the registration details (Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System. **A date will be arranged with the short-listed bidders to do a compulsory inspection of the vehicles, implements and equipment at a site address specified by the City of Tshwane**, given a seven (7)-day notification. The inspection is to be done by a representative of the City of Tshwane or an organization acting on behalf of the City of Tshwane,
- or

- b. The prospective contractor is expected to supply a register of vehicles, implements and equipment as specified in **paragraph 4.4**, for evaluation and inspection purposes (Table A: SCHEDULE OF VEHICLES, IMPLEMENTS AND EQUIPMENT). The Contractor must supply the registration details (Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System. **A date will be arranged with the short-listed bidders** to do a **compulsory** inspection of the vehicles, implements and equipment **at a site address specified by the City of Tshwane**, given a seven (7)-day notification. The inspection is to be done by a representative of the City of Tshwane or an organization acting on behalf of the City of Tshwane.

VEHICLES IMPLEMENTS AND EQUIPMENT

Please use Table A below as a template to be completed and added to the tender document as an annexure, where relevant. Where relevant, the required information for ALL vehicles, implements and equipment must be supplied under the respective columns as per the mandatory requirements stated in paragraph 7.2 (in reference to paragraph 4.4).

TABLE A							
Item No	Description (E.g. 35cc Brush cutter)	Model, Make and Serial Number	Vehicle Registration no and/or Lease Agreement(s) (Proof attached to tender)	Minimum requirement s specified in point 3.2.3	Total number of Items (Vehicle/ Implement/ Equipment)		
					# Owned	# Leased	Total

The completed Schedule of Vehicles, Implements and Equipment are a certified (comply to the specified requirements of the tender) list of major items of relevant vehicles, implements and equipment that I/we presently own or lease and will have available for this contract or will acquire or lease for this contract if my / our tender is accepted as per a submitted copy(s) of a valid leasing agreement(s)/ letter(s) of Intent/ Memorandum(s) of Understanding.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF TENDERER			

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7.3. Stage 3: Functionality

Failure to obtain the minimum score of 70 shall disqualify the tender from further evaluation. The following criteria and weights will be applied when bids are assessed for **functionality**:

SCORECARD FOR FUNCTIONALITY

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Experience on general horticultural maintenance or similar services as stipulated in this tender. Submit completion certificates with letterheads of the previous employer/s of project	1 year but less than 2 years	4	10	60
	2 – 4 years	5		
	5 or more years	6		
FINANCIAL CAPABILITIES Bidders must provide proof of access to financial facility by institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR) Attach a letter of Financial Support from institution accredited by Financial Sector Conduct Authority (FSCA) and/or National Credit Regulator (NCR). Letter should indicate the amount offered to the bidder. Proof of financial support shall be on the financial support letterhead and shall be stamped/signed by the Financial Institution	R 2 million and above	5	5	25
Above R 1,5 million – R 2 million	4			
Above R 1 million – R 1,5 million	3			
R 1 million or less	2			
Local Economic Participation (Location of Business) Submit copies of municipal accounts for the business. If offices are leased, provide lease agreement.	Outside Gauteng	1	5	15
	Gauteng	2		
	City of Tshwane	3		
HIGHEST POSSIBLE SCORE				100

Bids that do not achieve a minimum score of 70 (out of 100) for functionality will not be evaluated further and will not pass to STAGE 4 of the Bid Evaluation Criteria

7.4. Stage 4: Preference Point System

The preferential points to be used will be the **90/10** points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

The system comprises of the following elements:

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

8. TYPE OF AGREEMENT REQUIRED

A Generic Service Level Agreement is attached.

9. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

10. PRICING SCHEDULE

Pricing is for evaluation purposes only and does not reflect the value of the tender.

The prices for the items in the pricing schedule below for the horticultural maintenance of various developed and semi-developed sites should also make provision for all the relevant costs including those related to:

- a) The **Scope of the Tender as indicated in Paragraph 3** (developed and semi-developed sites per ward and Region).
- b) Tender price is subject to all aspects as required in the **maintenance schedule indicated in paragraph 3.2**.
- c) The **Specifications as set out in Paragraph 4 for the Execution of Work** to be done in the Parks, Traffic Islands and Council Facilities as specified in Paragraph 4.2, the General Expectations as highlighted in Paragraph 4.3, and the **Minimum Compulsory Personnel, Vehicles, Equipment & Machinery for each Region as specified in paragraph 4.4.1.1 to 4.4.7.2** as detailed in the price schedule below. The execution of work as set out in paragraph 4.4 include the following: Maintenance of Roads and Footpaths; Maintenance of Lawn Areas; Maintenance of Areas with Flowerbeds, Shrubs, Perennials, Tuberos Plants and Hedges; Maintenance of Existing and Newly Planted Trees; Litter collection and rubbish removal; Maintenance of Ablution Facilities/ Public Toilets; Maintenance of Fishponds, Water Features and Dams where relevant (e.g. the dams at Princess Park Region 3).
- d) The **Minimum Compulsory Personnel, Vehicles, Equipment and Machinery** for each Region required for a **complete monthly service (max 22 working days) in paragraph 4.4.1.1 to 4.4.7.2** should be a guideline on how to price the tender.

DETAILED PRICING SCHEDULE:

- The City reserves the right to appoint more than one tenderer per Region.
- The tenderer must tender for all individual items per Region.
- The tender will be awarded per Region based on the total of all items per Region as in the Regional Summary Price Schedule.
- Quoted prices must be valid and fixed for three years.
- Summary Price Schedule for each Region is for evaluation purposes only.

REGION 1

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
1.1	4.4.1.1	2 & 98	Parks	Jopie Fourie Park	13 711	R
				Vader Kestell Park.	10 200	R
				Spuitfontein	10 500	R
		2,4,98	Traffic Islands	Daan de Wet Nel Islands	5 260	R
				Rachel de Beer Islands	78 230	R
		4	Council Facilities	Rosslyn Depot: Clinic	6 000	R
				Rosslyn Fire & Police Station	2 830	R
				Akasia City Hall, Head office, City Planning	7 580	R
		1.2	4.4.1.2	30	Parks	Mountain Park (Erf 2311)
Unit 20 E (258JR)	3 500					R
Unit 23.2 (1728)	7 500					R
31	Parks			Casandra Unit 2 (Erf R44)	250 000	R
32	Parks			Unit 1 SAB Park	98 400	R
				Unit 7.3 (Erf1262), Unit 21A (Erf 823)	11 000	R
				Unit 21B (Erf 1004), Unit 3 Park	71 900	R
31	Council Facilities			Unit 5 Head Office (Part of Erf R 8873)	6 200	R
				Unit 6 Arts & Crafts	1 800	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Unit 1 Library	1 300	R
1.3	4.4.1.3	29,88,94	Parks	1165 Block AA Eco Park	22 522	R
				286 Block AA Eco Park	4 110	R
				Block SS Park	18 176	R
				Block NN Park	17 186	R
				Block GG Park	11 432	R
		36, 37, 39, 89, 90	Parks	3328 Ext. 1 Park Soshanguve South	15 692	R
				Ext.19 Park Soshanguve South	2 423	R
				4981 Ext.4 Park Soshanguve South	42 221	R
				8127 Ext.3 Park Soshanguve South	7 709	R
				1613 Soshanguve A Park	4 973	R
				M Extension 1 Park	4 426	R
		29,34	Traffic Islands	Bushveld Road Islands	14 400	R
				Buitekant Street Islands - Giant Stadium	2 500	R
		27, 34,37 & 94	Council Facilities	R1838 Block BB Bodibeng Library & Customer Care	30 310	R
				Halala Community Hall and Library	2 000	R
				Municipal Store and Fuel Depot	8 000	R
				Soshanguve Swimming Pool	6 283	R
				KT Motobatse Library & Community Hall	3 758	R
				Soshanguve Skill Centre	6 700	R
				Block X Community Centre and Library	26 960	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
1.4	4.4.1.4	19, 20, 21, 22	Parks	Maroela View Park	11 906	R
				Maroela Sun Park	11 903	R
				ODI Spruit Park	21 269	R
				Slovo Ville Park	5 681	R
		20	Traffic Islands	Traffic circle 1 and 2	15 068	R
		19, 20, 21, 22, 24	Council Facilities	Multi-purpose Centre & library Winterveldt	5 753	R
				CoT Council Chamber	7 118	R
				Customer Care Beirut	2 880	R
				702JR Mabopane Indoor Centre	5 730	R
				Customer Care Unit X	1 100	
				Metro Police Depot	3 500	R
				ODI Water Depot and Offices	5 100	R
				Unit X library	8 000	R
Mabopane Skill Centre	1 100	R				

SUMMARY PRICE SCHEDULE FOR REGION 1		
Total Item 1 (1.1; 1.2; 1.3; & 1.4)	(Excl VAT)	R
	VAT	R
	(Incl VAT)	R

REGION 2

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
2.1	4.4.2.1	5	Parks	Zwangat Park	14 067	R
				Fanie Park	6 085	R
				Digby Park	6 085	R
				Jan Bantjies Park	8 500	R
				Tuindorp Park	16 974	R
				Honeysuckle Park	4 110	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
		50	Parks	Sinoville Trimpark	38 250	R
				Marija Park	9 692	R
				George Antun Park	4 986	R
				Katjeepering Park	5 123	R
				Parsley Street Park	27 161	R
		96	Parks	Streakwood Park	65 061	R
				Doornpoort Parke 1&2	41 957	R
				Rooiwal Park	8 620	R
				Ghana Park	11 520	R
		96	Council Facilities	Rooiwal Community Center and Swimming Pool	34 698	R
				Pyramid Clinic	16 921	R
				Doornpoort Clinic	3 500	R
		2.2	4.4.2.2	73	Parks	Ramotse Park1 & 2
USA Park	2 547					R
74	Parks			Government Park	39 666	R
				Soccer ground Park	13 303	R
74	Council Facilities			Steve Biko Library and skills training centre	6 825	R
				Rockville Park	4 792	R
75	Parks			Ou Stad Parks (1-14)	25 001	R
				Leboneng Park	16 704	R
75	Council Facilities			Temba Clinic	4 220	R
				Kudube North Park	6 720	R
				Sebothoma Community centre	13 015	R
8	Council Facilities			Temba swimming pool	10 194	R
				Kudube South Park	4 850	R
				Suurman Community Hall and library	9 580	R
13	Parks			Sekampaneng Park	5 796	R
				Stinkwater Park	64 856	R
				Stinkwater thematic Park	42 826	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Italy Park	5 210	R
		14	Council Facilities	Argentina Park	3 100	R
		14	Parks	Stinkwater library	2 245	R
		49	Parks	New Eersterust Park	6 500	R
		49	Counsel Facility	Hammanskraal Tousong Centre	4 850	R

SUMMARY PRICE SCHEDULE FOR REGION 2		
Total Item 2 (2.1; & 2.2)	(Excl VAT)	R
	VAT	R
	(Incl VAT)	R

REGION 3

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
3.1	4.4.3.1	58	Park	Jazz Square Marabastad	6 560	R
				Church Square	11 110	R
		59	Park	Gauteng North Tennis Gardens	28 730	R
				Lente Street Park	2 000	R
				Kruin Street Park	2 500	R
				Mears Street Park	12 000	R
	(4.4.3.3)	59	Park & Dams	Jan Cillie Park & Dams	53 900	R
				Sunnyside Play Park	1 730	R
				Jakaranda Park	5 790	R
	(4.4.3.3)	60	Park & Dams	City Hall Parks and Dams	59 820	R
	(4.4.3.3)	80	Park & Dams	Burgers Park and Dams	50 820	R
	(4.4.3.3)			Melrose House Gardens and Dams	5 000	R
		81	Park	Jubilee Park East & West	13 675	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Walkerspruit	36 721	R
				De Rapper Street playpark	1 731	R
				Meintjies Plein	1 945	R
3.2	4.4.3.2	60	Traffic Islands	Kgosi Mampuru Traffic Islands	20 000	R
				Nana Sita Traffic Islands	31 621	R
		80	Traffic Islands	Nelson Mandela Traffic Islands	54 000	R
	(4.4.3.3)	59	Traffic Island & Dams	Fountains Circle and Dams	11 615	R
		59	Traffic Islands	Fountains Circle & Intersection,	39 400	
				Euufees Traffic Islands	15 100	R
				George Storrar Traffic Islands	3 1920	
3.4	4.4.3.4	42	Parks, Community Facilities	Koranaberg Road Park	10 778	R
				Erīdanus Street Park	100 300	R
				Erasmusrand Park	22 400	R
				Anselia Road Undev Park	17 550	R
				Apies River Spruit Section Luipaards Road	98 200	R
				Monument Park & Tennis Park	53 271	R
				Sterrewag Park	20 375	R
				Slang Park	34 500	R
				Nyale Road Park	11 800	R
				Argo Oord – 3 x Sections	21 861	R
				Waterkloof Tennis Gardens	1 422	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
		56	Parks, Community Facilities	Nieu Muckleneuck Trimpark	132 225	R
				Middel str Tennis Gardens	19 730	R
				Magnolia Running Club	713	R
				Magnolia Dell	70 893	
				De Jong Diving Centre	5 059	R
				Hillcrest Swimming Pool	19 220	R
				Brooklynn Spruit – 3 x sections	13 784	R
				Bruinsleigh Park	41 665	R
				Niemeyer Square Park	25 178	R
	(4.4.3.3)	92,82	Parks, Community Facilities & Dams	Art Museum, Dams and Arcadia Park	46 782	R
		92,82	Parks, Community Facilities	Sunnyside Swimming Pool	8 896	R
				Venning Park	33 974	R
				Springbok Park	34 746	R
				Station Place Park	5 423	R
				Walker Spruit (both sides)	50 312	R
				Glynn Street Parks (x2)	10 972	R
				Lynnwood Tennis	19 571	R
				Menlo Alkantrand Tennis	22 986	R
				The Loop	7 062	R
				Dawn Park	3 921	R
				Palm Park	5 862	R
				Charlie Park co Justice M + Atterbury	2 698	R
				Elizabeth Grove Park	7 529	R
3.5	4.4.3.5	82	Traffic Islands	Sappers Countour Street Island	4 295	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Thatshersfield Street Island	6 449	R
				Millers Mile Street Island	5 002	R
				Protea Street Island	2 908	R
				Thomas Edison Street co Justice Island	991	R
				Mohammed Street Island	3 192	R
				Atterbury form Lynnwood – Justice Mohammed Street Island	47 897	R
				Mackenzie Street Island	905	R
				Rosemary Street Island	1 071	R
				Farmers Folley Street Island	4 380	R
				Sussex Street Island	22 650	R
				Park Street Island	6 928	R
		56 & 82	Traffic Islands	Roper street Island	2 305	R
				Koeksister Entrance Islands	35 000	R
3.6	4.4.3.6	52,53,54	Parks, Community Facilities	Pieter human Park	45 936	R
				Moregloed Park	34 514	R
				9 th Avenue Park	24 629	
				Coopers Park	15 310	R
				Cooper Park Jukskei	11 167	R
				Trim Park	30 624	R
				Villieria Tennis	2 139	R
				Waverley Tennis	3 202	R
				Moregloed Tennis	2 377	R
				Pierneef Tennis	4 661	R
				Pierneef Park	15 310	R
				Shilling 1 & 2	22 000	R
				Gezina Station	30 000	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Combrink Park	13 000	R
				Waverley Library	20	R
				Moot Library	40	R
				Tom Freitz Park	30 000	R
				Noordelike Voorstede Tennis	3 666	R
				Tjaart van Vuuren Swimming Pool	18 644	R
				Les Marais Swimming Pool	10 938	R
				Moot Spruit (North & South)	440 000	
		84	Parks, Community Facilities	Never again Memorial Park	5 000	R
				Rietondale Park	200 000	R
				Queenswood Tennis	1 557	R
				CR Swart Road	45 000	R
				Mansfield Ring Tennis	15 802	R
		3.7	4.4.3.7	52,84,87	Traffic Islands	Gordon Street Island
			Frates Traffic Island	20 000		R
			Hardy Muller Circle	6 500		R
			Webb and Dommer	30 000		R
			Cornellius (both sides)	98 000		R
			Moregloed (behind depot)	27 846		R
			Owen Street	30 000		R
			Kilnerpark Spruit	209 663		R
3.8	4.4.3.8	1	Parks, Community Facilities	Flower Street Park	18 610	R
				Boys Scout Park	11 241	R
				Sinovich Dam	15 000	R
				Japie Le Roux Park	14 960	R
				Claremont Park	24 612	R
			Sarel Street Park	29 529	R	

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Frieda Park	10 168	R
				Hercules Library	600	R
		53	Parks	Franzina Park	18 283	R
				Sophia Park	24 187	R
				Bruins Street Park (both sides)	4 141	R
				Solomon Street Park	11 300	R
				Klessler Street Park	10 201	R
		55	Parks, Community Facilities	Theo Slabbert Park	13 612	R
				Kirkney/Vulcanite Street Park	11 516	R
				Lady Selborne Park	21 033	R
				Suiderberg Park	5 990	R
				Dorp Street Park	12 813	R
				Belmont Park	17 882	R
				Bergsig Park & Tennis	30 225	R
				Eskia Mphahlele Drive	118 825	R
				Van Rensberg Park	20 621	R
				Fred Nicholson Park	11 773	R
				Market Street Park	4 000	R
				Enterprise Park	9 492	R
				Dolf Botha Park	26 831	R
3.9	4.4.3.9	1, 53, 55	Traffic Islands	Bremer Street	102 900	R
				De Vaal Interchange	29 200	R
				Van der Hof	113 395	
				Bank Island	10 561	R
				Eskia Mphahlele	118 825	R
				Paul Kruger/Mansfield	29 200	R
			Parks, Community Facilities	Apies River Spruit	470 000	R
				Moot Spruit	220 000	R
				Dolf Botha Spruit	371 000	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
3.10	4.4.3.10	3	Parks, Community Facilities	Soetdoring & Deurloop	19 361	R
				Danville – Dirksen	1 168	R
				Danville – Braine Street	3 017	R
				Danville - Cronje Street	2 868	R
				Danville - Jan Ellis Ave	2 567	R
				Danville- Dans Parks 2	20 772	R
				Danville -Japie Kriege	5 336	R
				Danville -Morkel Park	5 891	R
				Danville- Hanh Park	4 721	R
				Danville Entrance Park	25 654	R
				Elandspoort - Eco Park	15 726	R
				Elandspoort - Scheinder Park	7 909	R
				Hans Moolman Park	66 203	R
				Kalafong Heights Fitness	9 778	R
				Tungsten Park	12 069	R
				Frederick Theron	26 146	R
				Holloway Koppie	19 979	R
				Trig Park	2 657	R
				Kwaggasrand - Lewerkie Park	16 668	R
				West Park – Spar Park	4 667	R
		Wes Park -Cordelfos Park	5 853	R		
		West Park – Palm Park	8 171	R		
		Gert van Schalkwyk Swimming Pool	39 449	R		
7		Parks	Lotus Garden - Rolihlahla Park	7 718	R	
			Lotus Garden – Festura Park	13 295		
			Lotus Garden - Anthesis Park	16 072	R	

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Lotus Garden - Acer Park	2 114	R
				Lotus Garden – Jalapeno Park	7 788	R
		107	Parks	Saulsville- Khumo Park	12 987	R
				Saulsville – Hospice Park	13 630	R
		62,81	Parks, Community Facilities	Atteridgeville - Maluka Park	4 901	R
				Atteridgeville - Maunde Square Park	5 451	R
				Atteridgeville - Nja Park	2 481	R
				Atteridgeville - Tlou Park	4 689	R
				Atteridgeville - Serote Park	5 567	R
				Atteridgeville - Lehabe	2 001	R
				Atteridgeville - Peace Campaign Park	2 111	R
				Atteridgeville - Molope Park	5 010	R
				Atteridgeville- Manketti Park	4 357	R
				Atteridgeville Community Centre	9 765	R
				Atteridgeville Library	300	R
				Atteridgeville Swimming Pool	3 574	R
				Saulsville Library/ Arena	15 000	R
				Saulsville Swimming Pool	3 167	R
		58	Parks	Phillip Nel Park Tom Cladrige	5 973	R
				Phillip Nel Park – (Erf 253)	4 253	R
				Phillip Nel Park –Frans Sofft	9 520	R
				Morkel Park	3 714	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Philip Nel Park -Botho ke Botle	4 333	R
		51	Parks	Atteridgeville - Seeiso Entrance Park	7 300	R
				Atteridgeville -Seeiso Park	3 761	R
				Atteridgeville – Malabie Park	3 092	R
				Atteridgeville -Debango Park	1 256	R
				Atteridgeville- Ramskini Park	4 010	R
				Atteridgeville -Maunde Park	1 234	R
				Atteridgeville- Moroe Park	51 572	R
				Atteridgeville -Maraba Park	3 170	R
		63	Parks	Saulsville – Morifi Lapa Park	1 311	R
				Saulsville – Mofye Park	2 076	R
				Saulsville- Masupha Park	22 470	R
				Saulsville- Mofokeng	878	R
		68	Parks	Modjadj Park	9 083	R
				Mlambo Community Hall	1 494	R
				Saulsville – Mlambo Park x 2	3 124	R
		68	Parks, Community Facilities	New Atteridgeville Library	9 770	R
3.11	4.4.3.11	58,63,81	Rental units / Hostel	Groenveld, Blesbok	46 087	R
				Ou & Nuwe Stalshoogte	34 763	R
				Belle Ombre Hostel	36 667	R
				Saulsville Hostel	391 636	R

SUMMARY PRICE SCHEDULE FOR REGION 3
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Total Item 3 (3.1; 3.2; 3.3; 3.4; 3.5; 3.6; 3.7; 3.8; 3.9; 3.10; 3.11)	(Excl VAT)	R
	VAT	R
	(Incl VAT)	R

REGION 4

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
4.1	4.4.4.1	61	Parks, Community Facilities	Azure Park	4 368	R
				Jacaranda Park	24 614	R
				Jet Park	9 116	R
				Brown Park	8 791	R
				Bengal Park	4 916	R
				Bengal West Park	5 481	R
				Bengal Central Park	9 068	R
				Bengal East Park	6 065	R
				Himalaya Park	26 513	R
				Turbonite Park	2 174	R
				Emerald Park	25 121	R
				Aquamarine Park	4 439	R
				Helena Steet Erasmia Park	27 870	R
4.2	4.4.4.2	3	Traffic Islands	Botha Avenue	50 000	R
				Lenchen Avenue	4 073	R
				River Avenue	4 200	R
				Botha Avenue, 1st Entrance	11 535	R
				Gen. Pienaar Erasmia	30 000	R
				John Vorster Drive	32 550	R
				John Vorster Road Island	7 545	R
				Lenchen Drive	7 600	R
				Willem Botha Drive	16 554	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
4.3	4.4.4.3	64	Parks	Kolgans Park	4 725	R
				Banana Park	2 180	R
		69	Parks	Rooihuiskraal Feesterrein	325	R
		70	Parks	Zwartkops Resort	410	R
		77	Parks	Tango Park	8 121	R
		106	Parks	Rethabile Street Play Park	7 471	R
				Echo Park	30 233	R
				Cycad Crescent Play Park	6 995	R
				Kumbyane Park	22 921	R
				24 Hour Park	24 500	R
				New Kumbyane Park	6 399	R
				Gateway Park	6 951	R
				Waterberg North and South	72 796	R
4.4	4.4.4.4	61	Council Facilities	Laudium Swimming Pool	5 688	R
				Laudium Tennis	6 313	R
				Erasmia Tennis	8 323	R
				Erasmia Community Centre	253	R
				Laudium Stadium	39 950	
				Laudium Soccer	45 000	
				Laudium Cricket	39 374	
				Laudium Library	324	R
		57	Council Facilities	Lyttelton Library	1 080	R
				Centurion Blues	75 255	
		64	Council Facilities	Uitsig Squash	719	R
				Rooihuiskraal Library	11 910	R
				Kestrel Park	33 590	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Heron Park	17 469	R
		65	Council Facilities	Doornkloof Tennis	5 030	R
				Centurion Jukskei Club	3 330	R
				Centurion Gymnastics	25 886	R
				Centurion Rugby Club	39 320	R
				Irene Oval	26 250	R
		66	Council Facilities	Valhalla Dodgers	97 775	R
				Valhalla Scouts Hall	246	R
				Valhalla Tennis	3 209	R
				Clubview Tennis (Includes Centurion Racing Pigeon Club, Centurion Squash Club, & Alpha Centurion Runners)	24 871	R
		69	Council Facilities	Eldoraigue Tennis	5 945	R
				Eldoraigue Library	384	R
		70	Council Facilities	Wierda Park Tennis	1 520	R
				Flamingo Tennis	4 715	R
		48	Council Facilities	Heuweloord Community Hall	19 121	R
		78	Council Facilities	Centurion Testing Ground	42 721	R
				Centurion Taxi Rank	1 251	R
		79	Council Facilities	Pierre van Ryneveld squash	1 000	R
				Pierre van Ryneveld Library	384	R
		106	Council Facilities	Olievenhoutbosch Library & Clinic	4 221	R
				Olievenhoutbosch New Library	35 319	R

SUMMARY PRICE SCHEDULE FOR REGION 4

Total Item 4 (4.1; 4.2; 4.3; & 4.4)	(Excl VAT)	R
	VAT	R
	(Incl VAT)	R

REGION 5

Item	Reference	Ward	Description	Item Description	Estimated m²	Unit Rate Per m² (Excl VAT)
5.1	4.4.5.1	87	Parks	Park Stand 334 Jan Niemand Park Cnr Jan Coetzee and Swaan Street	3 500	R
				Park Stand R/32 Swaan Park Jan Niemand Park	7 890	R
				Park Stand 895 Montana Park x 23 Cnr Flufftail and Braam Pretorius	6 402	R
				Park Stand 113/1863 Nagtegaal Steet Silverton	20 640	R
				Park Stand 320 Carnation Street Lindo Park	5 100	R
		99 & 100	Parks, Community Facilities	Stand 779 Wit-Kershout Steet Park, Refilwe Manor	3 308	R
				Stand 5101 Theepe Steet Park, Refilwe	16 664	R
				Stand 2740 MP Mokgadi Steet Mahube Valley	2 400	R
				Stand 2650 Refilwe Multi-Purpose Park	19 600	R
				Park 1770 Refilwe	2 450	R
				Stand 712 Swimming Bath Road, Cullinan	28 270	R
5.2	4.4.5.2	87	Traffic Islands	Baviaanspoort Islands	123 000	R
				Stormvoël Islands	52 500	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
		99,100	Traffic Islands	4 Ways Cullinan	7 600	R
				Refilwe Entrance	2 756	R
				Cullinan Entrance	26 911	R
				R515 from Treurnich to North Streets	24 161	R
5.3	4.4.5.3	87	Council Facilities	East Lynne Library	16 000	R
				East Lynne Rugby	29 168	R
		99,100	Council Facilities	Refilwe Library	3 490	R
				Rayton Municipal Offices	34 000	R
				Cullinan Library	3 632	R
				Onverwagt Community Centre	20 480	R
				Refilwe Customer Care	8 209	R
				Refilwe Community Hall	700	R
				Refilwe Parks Office	3 500	R
				Refilwe Hostel	4 806	R
				Rayton Swimming Pool	1 218	R
				Derdepoort Parks Office	7 500	R

SUMMARY PRICE SCHEDULE FOR REGION 5		
Total Item 5 (5.1; 5.2; & 5.3)		(Excl VAT) R
		VAT R
		(Incl VAT) R

REGION 6

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
6.1	4.4.6.1	45,46	Parks	Jimmy Aves Park	21 400	R
				Vercuiel	15 840	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
6.2	4.4.6.2	46,85,8 6,47,91	Traffic Islands	Simon Vermooten Median Islands/ Road Reserves	24 583	R
				Lynnwood Road Island from Rubida Daventry to Cura Street	30 000	R
				Garsfontein Middle Island from Anton von Wou – N1	1 000	R
				January Masilela Island from Rosslyn Street – Lynnwood	8 700	R
				Devillebois from Atterbury – Delmas Road	2 000	R
				Delmas Road Middle Island	3 000	R
				Solomon Mahlangu Middle Island from Boeing - Delmas	2 000	R
				Nellmapius Drive	720	R
				Nellmapius Alwyn Street Entrance	650	R
				Love Drive Entrance, Nellmapius	800	R
6.3	4.4.6.3	86	Parks	Loeriesfontein Crescent Park; Erf 911	2 512	R
				Netherland Street Park Erf 998, Nellmapius	2 560	R
				Moeletsi Cresscent Park Erf 6253	2 950	R
				Erf 6241, Haleluja Street Nellmapius	3 200	R
				Qwa Qwa Stars Road Erf 2144, Nellmapius	2 250	R
				Phedisana Steet Park 6251, Nellmapius	4 620	R
				Tshepo Street Park 6242, Nellmapius	6 100	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Lesedi Park Erf 6240, Nellmapius	27 800	R
		15	Parks	Erf 21282 Mahlangu Steet Park	8 150	R
				Ikageng Community Centre & Park	6 200	R
				Nellmapius EXT 21 Park	1 025	R
		18	Parks	Nelson Mandela Park	23 590	R
				Mamelodi Day Hospital Park	14 000	R
				Mamelodi East Soft Ball Park	19 200	R
		16	Parks	Denmark Park, Rammupudu Street Erf 28296	2 500	R
				Bajabulile Park	3 870	R
				Nigeria Park, Erf 29677	1 540	R
				Shilovhane Park Erf 23694	15 120	R
		10	Parks	Pienaarspoort Railway Park	20 625	R
		6	Parks	Vlakfontein Park Sehlabi Street	15 645	R
				Radingwana Park	800	R
				Melodi Park	6 850	R
				Melodi Extention Park	24 900	R
				Phola Park	3 000	R
		17 & 99	Parks	Mahube Valley EXT 1	1 365	R
				Mahube Valley EXT 2	870	R
		23	Parks	Mthunzini Park	6 250	R
				Rethabile Canal Park	24 600	R
				Dube Park	3 800	R
				Khalambazo Park, Sibande Steet	8 000	R
				Zitha Park, Pienaars River	8 000	R
		28	Parks	Tsamaya Park, Tsamaya Steet	5 340	R
				Tsomo Steet Park	6 840	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Serbia Soccer World Cup Park Pupudu Street	1 650	R
				Jele Street Park Circle Erf 19514	956	R
		67	Parks, Community Facilities	Sunvalley Park (Top)	4 300	R
				Sunvalley Park 2, Rammala Steet (Bottom)	3 980	R
				Kubone Park, Kubone Street	18 100	R
				Central Soccer 24-hour Park Kubone Street	14 500	R
		93	Parks	Rondavel Recreation, Modise St, Erf 19692	7 500	R
		43	Parks, Community Facilities	Zoo Lake Hans Coverdale West Spruit	23 340	R
				Barn Owl Park Erf 1526 & 1525	19 783	R
				Orion Park, Peter Road, Erf 1516	3 568	R
				Cormorant Park, Stormvoel Street, Erf 1524	4 193	R
				John Sidney East Park, R/3419	34 251	R
				China Park, St Joseph Steet, Erf 1515	3 994	R
				Bloekomboom Park Herbert Mackenzie Street	4 183	R
				Winkler St Spruit Park Erf R/3419	6 379	R
				Bultjies Park, Waterberg Weg, Erf 1874	9 286	R
				Tennis Court Park, Roots Street, Erf 5004	8 682	R
				Spar Park, Schenk Street, Erf 1514	2 885	R
				Loopgang 1 West, Jacobus Lane, Erf 1520	728	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Loopgang 2 West, Karel Abel Steet, Erf 1520	708	R
				Loopgang 3 West Street Joseph St, Erf 1522	700	R
				Loopgang 1 East, Karel Abel Street, Erf 1518	812	R
				Loopgang Mason Street Erf 1521	726	R
				Job Street Park Erf 1509	2 150	R
				1527 Fish Eagle Park Robert Jones Street	6 852	R
				1529 Philadelphia Park Carel Davies Street	2 885	R
				5000 King Fisher Park Progress Street Eersterust	16 754	R
				5001 Park 5001 Ostrich Road	20 889	R
				Woonstel Park Soutrivier Eersterust	6 100	R
6.4	4.4.6.4	15,16,17,23,28,38,41,43	Traffic Islands	Watloo Road Median Island and Adjacent Road Reserves	65 000	R
				Tsamaya Road Islands & Broad Reserves	42 550	R
				Shabangu Circle, Mamelodi	1 150	R
				Pienaars Crossing Road Islands	8 420	R
				Watermeyer Road and Adjacent Islands as well as Road Reserves	39 161	R
				Stormvoël Road Median Islands and Road Reserves from Dykor Road to Boundary Road	172 010	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
6.5	4.4.6.5	6,15,18,23,38,40,43,86	Council Facilities	Mxolise Creche, Shabangu Street WARD 6	850	R
				Magobatho Creche, Nkambule Street	950	R
				Tiendeleni Creche, Skosana Xaba Street	1 386	R
				Nellmapius Library & Soccer	47 852	R
				Nellmapius Customer Care Love Drive	9 600	R
				Nellmapius Swimming Pool	15 000	R
				Eersterust Clinic	3 830	R
				Eersterust Recreation Centre	3 800	R
				Eersterust Swimming Pool	9 320	R
				Mamelodi EXT 5 Recreation Centre	7 320	R
				Stanza Bopapa 1 Clinic	3 530	R
				Stanza Bopapa Library	10 000	R
				Phahameng Clinic	850	R
				COT Council Offices Mamelodi Mini Munitoria	12 000	R
				Mamelodi West Library	400	R
				Mamelodi West Community Hall	500	R
				Stanza Bopape Clinic 2 Erf 29505	1 855	R
				West Clinic, Ntsabeleng St, Erf 6883	480	R
				Solomon Mahalangu Freedom Square	12 050	R
				Water & Sanitation Depot, Petroleum Street	17 900	R
Mamelodi East Swimming Pool, Mathlare St	1 800	R				

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Itereleng Crech	1 220	R
				Mahbolepi Mahlatsi Crech	850	R
				Mamelodi West Swimming Pool	2 000	R
6.6	4.4.6.7	43	Council Facilities	Watloo Testing Grounds	140 000	R
6.7	4.4.6.7	38, 67	Rental Stock	Mamelodi Old Hostels the open space along Block A-O, Block S, Y, P, Block 2, Transitional Residential Units, Phokanoka, Kingsley and Mabitleng CRU	7 400	R
		43	Rental Stock	River Heights Flats	588	R
		101	Council Facilities, Offices	SHERE Offices	9 800	R

SUMMARY PRICE SCHEDULE FOR REGION 6		
Total Item 6 (6.1; 6.2; 6.3; 6.4; 6.5; 6.6; & 6.7)		(Excl VAT) R
		VAT R
		(Incl VAT) R

REGION 7

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
7.1	4.4.7.1	102,103, 104,105	Parks	Ekgangala Section D Park (next to comprehensive) Erf no 855	4 998	R
				Baweze Recreational Park Erf no 310	8 054	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Thematic Park Erf No 2516	83 197	R
				Rethabiseng Park Erf No 528	5 375	R
				Krisant Park Erf no 428	6 851	R
				Aster Park Erf no 678	40 560	R
				Tweedelan Park Erf no 498	5 478	R
				Zulu Drive Park Erf no 2277	3 051	R
				Mothibe Drive Park Erf no 2799	2 230	R
				Sokhulumi Park Main Road	3 426	R
				Heritage Park Erf 4113	3 010	R
				Dark City Park (next to sikhulisiwe) Erf 1386	6 549	R
				Masada Park Erf 707	24 166	R
				Ekangala Sec D Park (next to stadium) Erf 1598	9 010	R
				Ekangala Sec A (proper) Park	1 765	R
				Mark Street Park Erf 498	7 334	R
7.2	4.4.7.2	102,103	Traffic Islands	Cnr Cathy & Church Street entrance	2 016	R
				Cnr Church and R25 Traffic Island	4 136	R
				Cnr De la Rey and R25 Traffic Island	2 992	R
				Cnr Koper and R25 Traffic Island	4 180	R
				Zithobeni 1 st entrance	17 000	R
				Bronkhorstsbaai entrance	25 768	R
				Hospital entrance Traffic Island	1 015	R
				Ekangala 4way stop entrance	26 744	R

Item	Reference	Ward	Description	Item Description	Estimated m ²	Unit Rate Per m ² (Excl VAT)
				Rethabiseng 4way stop entrance	9 306	R
				Ekandustria 1 st entrance Traffic Island	1 608	R
		102	Council Facilities	Zithobeni Swimming Pool	2 548	R
				Bronkhorstspruit Swimming Pool	3 840	R

SUMMARY PRICE SCHEDULE FOR REGION 7		
Total Item 7 (7.1; & 7.2)		(Excl VAT) R
		VAT R
		(Incl VAT) R

Quoted prices must be valid for the three years. Summary Price Schedule for each Region (Only for evaluation purposes)

11. ALL MUNICIPALITY BIDDING DOCUMENTS (MBD) FORMS/FORM OF CONTRACT

SCM to ensure inclusion of the documents.

12. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct a market analysis. Should the City exercise this option, where a service provider offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the service provider to determine if it will be able to deliver on the price. If a service provider confirms that it cannot, the service provider will be disqualified based on being non-responsive. If the service provider confirms that it can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract, including performance warnings and listing on the database of restricted suppliers.

The City of Tshwane further reserves the right to negotiate a market-related price with the service provider that scored the most points. If the service provider does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the service provider that scored the second-most points. If the service provider that scored the second-most points does not agree to a market-related price, the City will negotiate a market-related price with the service provider that scored the third-most points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

13. DRAFT SERVICE LEVEL AGREEMENTS

Specification to be accompanied by draft service level agreements.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	ROC 03 2022/23	CLOSING DATE:	19 August 2022	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE HORTICULTURAL MAINTENANCE OF VARIOUS DEVELOPED AND SEMI-DEVELOPED SITES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE-YEAR PERIOD, AS AND WHEN REQUIRED				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

City of Tshwane Metropolitan Municipality					
Tshwane House					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	REGIONAL OPERATIONS AND COORDINATION
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Wouter Koekemoer
TELEPHONE NUMBER	(012) 358 2735	TELEPHONE NUMBER	(012) 358 1496
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	wouterk@tshwane.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 bidder 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 bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company 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.
.....

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

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

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 bidder 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:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

.....
.....
.....
.....

3 Has any contract been awarded to you 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? ***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated **to exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into

account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1. If yes, indicate:

i) What percentage of the contract will be subcontracted%

- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 Total number of years the company/firm has been in business

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

WITNESSES	
1.
2.

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE
ADDRESS:

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **ROC 03 2022/23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper 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).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors 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"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors 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)?</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"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors 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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder 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"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder 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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **ROC 03 2022/23**

TENDER FOR HORTICULTURAL MAINTENANCE OF VARIOUS DEVELOPED AND SEMI-DEVELOPED SITES IN THE SEVEN REGIONS OF THE CITY OF TSHWANE: THREE-YEAR PERIOD, AS AND WHEN REQUIRED

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ 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.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.

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

9. Packing

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

10. Delivery and documents

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services, services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction 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 five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> (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 the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African 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 No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the “City”)

Herein Represented by the **City Manager/ Acting City Manager**

(Duly authorised hereto)

AND

Name of Company)

Registration Number:

(Hereinafter referred to as the “Service Provider”)

Herein Represented by:

In his/her capacity as:

(Duly authorised hereto)

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

a municipality as described in section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by the City Manager/ Acting City Manager, duly authorised thereto under and by virtue of a

resolution passed on 26 January 2012, and who by his/ her signature hereto warrants that he/ she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

(Name of Company)

Registration Number: _____

Herein represented by _____, in his/ her capacity as _____ duly authorised thereto under and by virtue of a resolution of the Board passed on _____, a copy of which is annexed as Annexure “**A**”, and who by his signature hereto warrants that he/ she is properly authorised to sign this Agreement

(Herein referred to as the “**SERVICE PROVIDER**”)

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RECORDAL:

WHEREAS the City requires horticultural maintenance of various developed and semi-developed sites in the seven Regions in the City of Tshwane as-and-when required for a three year period;

AND WHEREAS the City wishes to appoint the Service Provider;

AND WHEREAS the Service Provider wishes to provide such Services;

AND WHEREAS the Service Provider has indicated that it has the necessary expertise, skills and capabilities to provide the Service;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which the Service Provider shall provide the Services in the Service Areas and/or Delivery Area and provide maintenance and support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

1 DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

- 2 **“Agreement” means this service level agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;**
- 3 **“Business Day” means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 (“Public Holidays Act”) as amended from time to time;**
- 4 **“Business Week” means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;**
- 5 **“City” means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;**
- 6 **“Contact Persons” means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 28 and who can be substituted in writing from time to time;**
- 7 **“Contract Price” shall mean the amount reflected as the Contract Price in clause 46 below,**
- 8 **“Contract Period” means the Contract Period as reflected in the Project Scope,**
- 9 **“Effective Date” means the date on the Appointment Letter to be issued by the City;**
- 10 **“Intellectual Property” means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and**

improvements to the Intellectual Property, otherwise pursuant to this Agreement;

- 11 “Month” means a calendar month;**
- 12 “Parties” means City and Service Provider and “Party” means either of them as the context requires;**
- 13 “Services” means services to be provided by the Service Provider to the City as detailed in clause 8 below;**
- 14 “Service Provider” means**
-
- (Name of Company),**
a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number:
_____;
- 15 “Signature Date” means the date of signature of this Agreement by the Party signing last;**
- 16 “Subcontract” means any contract or Agreement or proposed contract between the Service Provider and any third party whereby**

that third party agrees to provide to the Service Provider the Services or any part thereof;

17 “Subcontractor” means the third party with whom the Service Provider enters into a Subcontract;

18 “Tax Invoice” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

19 “VAT” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

20 INTERPRETATION

21 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

22 Unless the context clearly indicates a contrary intention, any word connoting:

23 any singular shall be deemed to include a reference to the plural and vice versa;

24 any one gender shall be deemed to include a reference to the other two genders; and

25 a natural person shall be deemed to include a reference to a legal or juristic person.

26 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

27 The rule of interpretation that a written Agreement shall be interpreted against the Party responsible for the drafting or preparation of that Agreement shall not apply.

28 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

29 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

30 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any Party, then notwithstanding that, it is only in this interpretation clause, effect

shall be given to it as if it were a substantive provision in this Agreement.

31 APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, to provide the Services in accordance with the terms and subject to the conditions of this Agreement..

32 PURPOSE OF THE AGREEMENT

33 The Purpose of this Agreement is to:

34 formalise and regulate the working relationship between the Parties;

35 set out the roles and responsibilities of the Parties; and

36 define process and procedures to be followed by the Parties.

37 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service Provider acknowledges and agrees that its status under this Agreement is that of an independent Service Provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

38 DURATION

This Agreement shall commence on the Effective Date, and shall subsist for a period of 3 (three) years, unless terminated earlier pursuant to clause 25 below.

39 CONTACT PERSON

40 The work to be performed by the Service Provider hereunder will be supervised by the City's Contact Person.

41 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

42 The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

43 Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable

notice of such substitution and will provide replacement employees of equivalent ability.

44 Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

45 PROJECT SCOPE OF GENERAL SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Services as specified in the Project Scope, set out in the tender document.

46 PRICE AND PAYMENT

47 The City shall pay to the Service Provider the Contract Price as per the items in the Appointment Letter to be issued by the City.

48 All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

49 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

50 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

51 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

52 The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Services set out in a

schedule have been rendered and the Tax Invoice amount has been approved by the City.

53 All Tax Invoices shall be addressed to the City' Contact Person.

54 All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

Bank: _____

Account type: _____

Account No: _____

Branch No: _____

Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

55 SERVICE LEVELS

56 The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, *inter alia*:

57 capacity allocations in accordance with the Service to be provided; and

58 all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

59 The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City, and shall allocate

employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

60 Amongst others, the Service Provider shall comply with and provide the Services as set out in Clause 8 above.

61 WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services from The City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 25 below.

62 PENALTY

63 Should the Service Provider fail to comply with its obligations in terms of this Agreement, the City may:

64 exercise its rights in terms of clause 24 below; alternatively

65 impose a penalty on the Service Provider as stated hereunder in clause 12.4 below.

66 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

67 Should the City elect to impose a penalty on the Service Provider, the City shall provide the Service Provider with a written notice requiring the Service Provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

68 Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which penalty shall be a deduction of 10% of the monthly Contract Price for the Contract Period; and for the avoidance of doubt, the penalty amount shall be 10% of the monies

due for payment to the Service Provider monthly in terms of clause 46 above.

69 Should there be a dispute as to whether the failure to deliver was caused by the City or was the Service Provider's fault such dispute shall be dealt with in accordance to clause 26 below.

70 ACCESS

71 The City shall allow the Service Provider reasonable access to its premises, provided that:

72 access is related to the Services to be provided by the Service Provider; and

73 the Service Provider adheres to all rules, regulations and instructions applicable at the City's premises.

74 The Service Provider is required to notify the City monthly of employees who are to provide Services at the Service Areas and/or Delivery Areas.

75 The City shall grant the Service Provider and/or its employees, referred in clause 74 above, access to its premises to perform its obligations in terms of this Agreement.

76 The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

77 INSPECTION

78 The City may at any time inspect the Service levels of the Service Provider in terms of this Agreement.

79 If the City is, at any time, dissatisfied with the service levels then the Service Provider shall, within 7 (seven) days, notify the Service Provider in writing of the failure or default.

80 The Service Provider shall immediately upon receipt of written demand by the City, remedy such failure or default, within 7 (seven) Business Days from the date of receipt of the notice, free of charge.

81 Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to impose

penalties as provided for in clause 12 above or invoke the provisions of clauses and/or clause 163 below.

82 To enable the City to determine whether the Services rendered in terms of this Agreement are being complied with the Service Provider shall:

83 *provide the City with such information as it may reasonably require;*

84 *allow the City to inspect and take copies of any records of the Service Provider relating to the Services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence;*

85 *allow the City or its authorised representatives to conduct interviews with any of the Service Provider's employees, subject to reasonable notice being given to the Service Provider.*

86 Service Provider to Provide Reasonable Assistance

87 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the Service Provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

88 Any information required to be provided to the City pursuant to this clause 14 shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

89 The cost of any inspection contemplated in terms of this clause 14 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by the City in the course of such inspection.

90 The inspection contemplated in this Agreement will be conducted:

91 during normal business hours; and

92 save where the circumstances justify it, on reasonable notice to the Service Provider; with the minimum interference in the provision of the Services and the Service Provider's other operations.

93 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

94 Service Warranties

- 95 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:
- 96 *it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;*
- 97 *it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;*
- 98 *it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;*
- 99 *all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;*
- 100 *it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;*
- 101 *the use or possession by the City of any Materials will not subject the City to any claim for infringement of any Intellectual Property Rights of any third party;*
- 102 *with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services or similar to the Services;*
- 103 *which Services will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;*
- 104 *using and adopting any standards, processes and procedures required under this Agreement;*
- 105 *warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the City and it shall allocate employees in accordance with the technical skill and knowledge required;*

- 106 *free from any defects in material and workmanship;*
- 107 *maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services ;*
- 108 *maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support; and*
- 109 *ensuring that all applicable laws are observed;*

110 Indemnity

111 The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider’s personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider’s breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five) Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

112 THE SERVICE PROVIDER’S PERSONNEL

113 Liability for Criminal Acts of Employees

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees’ employment with the Service Provider.

114 Character of Employees

115 Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

116 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

117 The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

118 STATUTORY AND EMPLOYMENT ISSUES

119 The Service Provider shall comply with all employment legislation

120 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

121 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

122 No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

123 Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

124 SUB-CONTRACTING

- 125 The Service Provider may not Subcontract the whole of or any portion of the Services in terms of this Agreement to any third party without the prior written consent of the City.**
- 126 In the event the Service Provider wishes to Subcontract the whole of or any portion of the Services in terms of this Agreement, it shall apply to the City in writing for consent to do so.**
- 127 In its application, the Service Provider shall give the name of the Subcontractor, the Subcontractor's obligations, the proposed date of commencement of the Subcontract which shall include the fees payable to the Subcontractor, and a report of the background security check on the Subcontractor's suitability, financial and otherwise.**
- 128 The City may, in its sole and absolute discretion refuse consent to Subcontract. In the event the City approves the Subcontracting of the whole of or any portion of the Services in terms of this Agreement, then:**
- 129** the Service Provider shall ensure that the Subcontractor's B-BBEE level is equal or better than that of the Service Provider, their price is competitive and they have the capacity to provide the Service;
- 130** such Subcontracting shall not absolve the Service Provider from responsibility for achieving the Service Levels or complying with its obligations in terms of this Agreement and the Service Provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such Subcontracting;
- 131** the Service Provider shall at all times remain the sole point of contact for the City in respect of the acquisition of Services by the City; and
- 132** no such Subcontracting shall have any effect on the Contract Price and charges payable by the City to the Service Provider in terms of this Agreement.

133 CONFIDENTIALITY

- 134 The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures,**

approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; (“Confidential Information”), shall remain confidential and shall not be made known unless the City has given written consent to do so.

135 The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

136 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

137 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

138 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

139 The information was received from a third Party not in breach of an obligation of confidentiality.

140 INTELLECTUAL PROPERTY RIGHTS

141 All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.

142 All rights in the City name and logo remain the absolute property of the City.

143 The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

144 The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

145 In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim

that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

146 Should any claim be made against the City by any third party in terms of clause 141 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

147 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

148 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

149 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

150 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

151 withdraw the subject of infringement.

152 FORCE MAJEURE

153 For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

154 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

155 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure (“the Affected Party”) then such Affected Party shall send, within 5 (five) days from the interrupting

circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period (“Agreed Period”).

156 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

157 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

158 CESSATION

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

159 CHANGE OF CONTROL / CIRCUMSTANCE

160 The Service Provider shall notify the City, in writing, of any change in the Service Provider’s shareholding or membership or any change in the Service Provider’s subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

161 The Parties agree that should there be a change as envisaged in clause 160 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider’s rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City’s satisfaction and approval in writing of such new entity.

162 The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have

breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

163 BREACH

164 Subject to clause 23.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

165 immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

166 request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

167 impose penalties as provided for in clause 12 above.

168 EARLY TERMINATION

The City shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement.

169 DISPUTES

170 Save for clause 24 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement,

including, without limiting the generality of the foregoing, any dispute relating to:

- 171 the interpretation of the Agreement;
 - 172 the performance of any of the terms of the Agreement;
 - 173 any of the parties' rights and obligations;
 - 174 any procedure to be followed;
 - 175 the termination or cancellation or breach of this Agreement; or
 - 176 the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.
- 177 Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 168 above shall apply.**
- 178 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and**

decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa (“the Arbitration Act”).

179 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

180 at any place which the Parties agree, in writing, to be mutually convenient; and

181 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

182 If the arbitration is:

183 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

184 an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing; and

185 any other matter, then the arbitrator shall be any independent person agreed upon between the Parties.

186 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

187 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the

arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.

188 The arbitrator may:

- 189** investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any Party having a bearing on the dispute;
- 190** interview and question under oath the parties of any of their representatives;
- 191** decide the dispute according to what he considers just and equitable in the circumstances; and
- 192** make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within thirty (30) days after it has been so requested.

193 The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

194 The arbitrators award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

195 Notwithstanding the provisions of clauses 26.1, 26.2, 26.3, 26.4, 26.5, 26.6 and 26.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

196 The provisions of this clause 26 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

197 LAWS AND JURISDICTION

198 This Agreement shall be governed by and interpreted according to the Law of the Republic of South Africa.

199 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each

Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

200 NOTICES AND COMMUNICATIONS

201 The Parties choose as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

202 THE CITY:

Office of the City Manager
Tshwane House
2nd Floor, Block D
320 Madiba Street
Pretoria, 0001
P O Box 440
Pretoria, 0001
Fax: 086 214 9544
Email: citymanager@tshwane.gov.za
[Telephone: 012 358 4901/4](tel:01235849014)

203 THE SERVICE PROVIDER:

Street Address: _____

Postal Address: _____

Attention: _____

Cell phone: _____

Telephone: _____

Fax: _____

Email: _____

- 204 Each Party shall be entitled from time to time, by written notice to the other Party, to vary its *domicilium* to any other address which is not a Post Office Box or a Poste Restante.**
- 205 Any notice given and any payment made by any Party to another Party (hereinafter referred to as “the addressee”) which:**
- 206** is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 207** is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or
 - 208** is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 209 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in Writing but it shall be competent to give notice by facsimile.**
- 210 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an**

adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

211 GENERAL AND MISCELLANEOUS

212 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the Agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

213 NO AMENDMENT EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant Party to be of any effect.

214 WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

215 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

216 APPROVALS AND CONSENTS

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant Party to be of any effect.

217 EXECUTION

218 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute

one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

219 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at _____ on this ____ day of _____ 20____

Witnesses

1.
2.

City Manager/ Acting City Manager for and on behalf of the City of Tshwane Metropolitan Municipality, and duly authorised thereto.

Signed at _____ on this ____ day of _____ 20____

Witnesses

1.
2.

In his capacity as

for and on behalf of: (Name of Company)
_____,
and duly authorised thereto.

ANNEXURE "A"

RESOLUTION OF THE BOARD

Resolution by the Board of Directors of _____
made at a meeting held at _____ on _____ 20____.

NOTED: THAT _____ (Company Name)

intends to enter into an Agreement with the City of Tshwane Metropolitan Municipality in terms of which _____ (Company Name) shall provide General Maintenance of all the Cemeteries and Crematorium terrain in all seven Regions as and when required for a three-year period.

on the terms and subject to the conditions, for the duration of this Agreement, provide the Services as specified in the Project Scope, set out in the tender document.

RESOLVED:

THAT _____ (Name of Company), approves and enters into the Agreement on the terms and subject to the conditions of the Agreement to which this resolution is attached.

THAT _____,
in his/her capacity as a _____,
of _____ (Name of Company),
be and is hereby authorised to negotiate, settle and sign the Agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of _____ (Name of Company).

Read and Confirmed
Chairman/Company Secretary