



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EAM 13-2021/22

TENDER DESCRIPTION:	TENDER FOR THE IMPLEMENTATION OF A VARIETY OF SPECIALISED ARBORICULTURE SERVICES IN ALL SEVEN REGIONS 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
C de Wet Centre
175 Es'kia Mphahlele Drive
Pretoria West
0001
Tel: 012 358 9999

BID CLOSING DATE

1 December 2021

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: ENVIRONMENT AND AGRICULTURE MANAGEMENT DEPARTMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EAM 13- 2021/22	TENDER FOR THE IMPLEMENTATION OF A VARIETY OF SPECIALISED ARBORICULTURE SERVICES IN ALL SEVEN REGIONS OF TSHWANE: THREE-YEAR PERIOD, AS AND WHEN REQUIRED	ENVIRONMENT AND AGRICULTURE MANAGEMENT DEPARTMENT	Shane Paul (shanep@tshwane.gov.za or 012 358 6090) Khodani Mudziwa (khodanim@tshwane.gov.za or 012 358 8029)	Venue: Denneboom Lapa, Fountains Valley Resort, cnr Christina de Wit Avenue and Eeufees Road, Groenkloof Date: 13 November 2021 at 10:00	1 December 2021 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE E-TENDER PORTAL AND CITY OF TSHWANE WEBSITE.

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:

**Procurement Advice Centre
C de Wet Centre
175 Es'kia Mphahlele Drive
Pretoria West
0183**

Documents must be deposited in the bid box not later than **10:00 on 1 December 2021** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Shane Paul (shanep@tshwane.gov.za or 012 358 6090)
- Supply chain enquiries: Khodani Mudziwa (khodanim@tshwane.gov.za or 012 358 8029)

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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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

ENVIRONMENT AND AGRICULTURE MANAGEMENT DEPARTMENT

BID NAME

TENDER FOR THE IMPLEMENTATION OF A VARIETY OF SPECIALISED ARBORICULTURE SERVICES IN ALL SEVEN REGIONS OF TSHWANE: THREE-YEAR PERIOD, AS AND WHEN REQUIRED

BID NUMBER

(EAM 13-2021/22)

1. BACKGROUND

Tender for the Implementation of a Variety of Specialised Arboriculture Services in the City of Tshwane for All Seven (7) Regions as and when required for a Three (3) Year Period.

Work to be done under this tender, includes, but is not limited to providing supervision, equipment, labour, incidentals and related items necessary for specialized arboricultural services.

As a result, the City of Tshwane is seeking bids from competent companies to provide a variety of specialized arboricultural services including tree felling (removal), trimming of street trees, mechanical and chemical control of unwanted alien vegetative material, and stump removal and disposal.

This tender will also address the afforestation needs of the city through the planting of trees and relocation of existing trees.

SECTIONS OF THE TENDER

The purpose of this tender is to render a service for:

SECTION A – FELLING AND PRUNING TREES

- Item 1 - Tree felling
- Item 2 - Emergency tree felling
- Item 3 - Mechanized Tree Stump Removal
- Item 4 - Specialized tree pruning and shaping
- Item 5 – Mechanized Chipper Service
- Item 6- Control of Shot hole borer

SECTION B – CONTROL OF ALIEN VEGETATION

- Item 7 - Mechanical removal of alien plant species
- Item 8 - Chemical Removal of Alien Plant Species

SECTION C - AFFORESTATION AND TREE MAINTENANCE.

- Item 9 - Afforestation (Tree Planting)
- Item 10 - Relocation of large trees (Transplant)
- Item 11 - Tree Watering and Maintenance

Regional Operations and Coordination Department (ROC) of the City of Tshwane manages and maintains an integrated system of parks and open spaces incorporating all forested pockets of land within the city's environs. The department is also responsible for the care and maintenance of the city's Urban Forest.

The Environment and Agriculture Management Department has legal obligation to remove unwanted, invasive legislated plants within ecological management ecosystems and landscapes such as nature reserves, riverine systems, biodiversity hotspots and resorts. The categories of vegetative species requiring statutory management control in this regard include terrestrial plants, grass varieties, woody shrubs, climbers, mistletoe and invasive trees. The Department will plant trees in new suburbs as well as plant trees during special tree planting events and for CAPEX projects

Proper arboricultural principles must be adhered to when felling, pruning, planting, relocating and maintaining trees.

The City is seeking to make appointments for the tendered items as follows:

The Appointments will be done per section per selected Regions: Should the need arise this tender will be subjected through a price negotiation process with potential service providers.

SECTION A – FELLING AND PRUNING TREES

		Region 1,2,3	Region 4,5,6,7
Item 1	Tree felling	One Service provider	One Service provider
Item 2	Emergency tree felling		
Item 3	Mechanized Tree Stump Removal		
Item 4	Specialized tree pruning and shaping		
Item 5	Mechanized Chipper Service		
Item 6	Control of Shot hole borer		

SECTION B – CONTROL OF ALIEN VEGETATION

		Region 1,2,3	Region 4,5,6,7
Item 7	Mechanical removal of alien plant species	One Service providers	One Service providers
Item 8	Chemical Removal of Alien Plant Species		

SECTION C - AFFORESTATION AND TREE MAINTENANCE.

		Region 1,2,3	Region 4,5,6,7
Item 9	Afforestation (Tree Planting)	One Service provider	One Service provider
Item 10	Relocation of large trees (Transplant)		

Item 11	Tree Watering and Maintenance		
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2. PROJECT SCOPE

The scope of the tender comprises 11 items. The Scope will be outlined per item. There is a Scope General section which will cover specifications that affect every item.

• SECTION A – FELLING AND PRUNING TREES

- Item 1 - Tree felling
- Item 2 - Emergency tree felling
- Item 3 - Mechanized Tree Stump Removal
- Item 4 - Specialized tree pruning and shaping
- Item 5 – Mechanized Chipper Service
- Item 6- Control of Shot hole borer

The following are some examples of trees that may require felling, specialised pruning and shaping or stump grinding.

Acacia sp (Thorn trees)	Fraxinus sp American ash	Platanus sp (Plane trees)	Tipuana sp (Tipa, rosewood)
Acer sp (Maple trees)	Harpephyllum sp (Wild Plum)	Podocarpus sp (Yellow wood)	Trichilia sp (Natal mahogany)
Bauhinia sp Orchid tree	Jacaranda sp	Pinus sp (Pine trees)	Tristania sp (Brush box)
Brachychiton sp (Flame trees)	Kigelia sp (Sausage tree)	Populus sp (Poplar trees)	Ulmus sp (Elm trees)
Callistemon sp (Bottle Brush)	Kirkia sp (White seringa)	Quercus sp (Oak trees)	Washingtonia sp (Palm trees)
Celtis Sp (White stinkwood)	Ligustrum sp (Privets)	Sersia sp (Karees)	Warburgia sp (Pepper bark)
Ceretonia sp Carob tree	Liquidamber sp (American sweet gum)	Shinus sp (Pepper trees)	Ziziphus sp (Buffalo thorn)
Combretum sp (Bush willow)	Melia sp (Seringa tree)	Sophora sp (Japanese pagoda tree)	Acacia mearnsii (Black wattle)
Erythrina sp (Coral tree)	Morus sp (Mulberry)	Syzegium sp (Water berry)	Acacia dealbata (Silver wattle)
Eucalyptus sp (Bluegum trees)	Olea sp (Wild olive)	Tabebuia sp (Rosy trumpet tree)	Acacia baileyana (Bailys wattle)
Ficus sp (Wild fig)	Phoenix sp (Palm trees)	Taxodium sp (Swamp siples)	Tecoma Stans (Yellow bells)

GENERAL FELLING/PRUNING PROCEDURES

- All branches overhanging into private property must first be removed in sections not exceeding 500 millimetres. It is very important that all cut branches must be secured by rope, and lowered by rope after the cutting action (no loose falling branches) so as not to cause

- unnecessary damage to private property.
- In built up areas where there is no space for the tree to fall, all trees must be felled piece by piece, in sections not exceeding 500 millimetres, from the crown downwards up to the stage where it is safe to fell the remaining stump.
- When felling trees, a minimum of one 25 millimetres “three-strand nylon stretchable rope” of at least 50 meters must be used at all times. When felling trees, a minimum extendable ladder size of 6 meters standard + 6-meter extension must be used at all times. Should an aerial platform be required, it will be the responsibility of the contractor to obtain as well as the costs.
- The tree/s must be trimmed or felled in such a way that all Occupational Health and Safety legislation is adhered to. The person doing the felling while in the tree shall be harnessed to the said tree for safety. When felling trees, the road and road reserve must be cordoned off and all safety sign’s placed according to the road safety act, to prevent unsuspecting pedestrians, cyclist’s and other road users from entering the work site.
- If it is necessary to close more than one lane of a road, the contractor is responsible to arrange with the Metropolitan Police Department to assign a Metro Police Officer to man the road, rerouting or road closure for the duration of the work at the cost of the contractor.
- The tree/s must be removed in such a way as to ensure that no damage is done to the surrounding private or public property. If any damage does occur the contractor will be liable to repair the damage at his/her own cost. The contractor must be in possession of a public liability insurance policy at all times during the duration of the tender.
- The contractor will be responsible for the rehabilitation of the working area and the worksite must be repaired to its original condition. The contractor must provide his own soil if necessary for this rehabilitation process. The organic material generated by the removal of the tree/s, will be removed by the contractor and dealt with as mentioned in the business plan relating to landscape organic waste or as specified by the City of Tshwane project manager.
- All work areas must be properly cordoned off in terms of the Road Safety Act, and must include the following:
 - Signage on vehicles.
 - Traffic cones (minimum 15).
 - Road working signs:
 - Road Workman sign.
 - Road narrow sign (1x left to right, 1x right to left).
 - Keep left sign.
 - Keep right sign.
 - Minimum of two people with red flags directing traffic around the work area

- No member of the public is allowed in the direct work area.
- The use of climbing spurs or irons is not approved in pruning operations on live trees.
- All services shall be performed by personnel who are qualified and experienced to provide tree services and are directly employed and supervised by the Contractor.
- Where applicable trees shall be pruned and removed in such a manner as to prevent branch and foliage interference with requirements of safe public passage.
- Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than 1.5 meters to a building or other structure should be pruned or removed, unless specified otherwise by City of Tshwane project manager
- Prune or removal of branches which project far outward, beyond an otherwise symmetrical form.
- Powerline clearance (PLC) pruning:
 - When trees are in the proximity of overhead energized lines and equipment, reliability of service and safety require a reasonable amount of tree pruning to avoid conductor contacts and grounding of circuits through trees.
 - Powerline pruning, therefore, shall consist of the pruning or removal of tree branches for proper electrical line clearance in order to minimize the likelihood of power outages and improve safety.
 - Prune all branches and foliage within three (3) meters of primary electrical lines and 1.5 meters of secondary electrical lines.
 - During the tree pruning and removal process, all safe minimum working distances for energized conductors shall be observed. Any contact with energized lines shall be promptly reported to the City of Tshwane's Energy and Electricity department.
 - Access to backyards must be closely coordinated with the property owner, whenever feasible.
 - Before pruning or cutting of trees near or on power lines is undertaken the electricity department must be notified to ensure that the power is switched off. Cutting or pruning of these trees must take place only after the power is switched off. The contractor will be responsible to arrange electricity switching with the Electricity Department.

SITE CLEAN UP

- Clean-up of any debris resulting from any tree pruning and removal operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed.

Under no circumstances shall the accumulation of debris be allowed in such a manner as to result in a hazard to the public.

- All debris from tree operations shall be cleaned up each day before the work crew leaves the site, unless permission is granted by the City of Tshwane representative to do otherwise. All lawn areas, parkways, streets and sidewalks shall be raked, and all brush, branches, or other debris shall be removed from the site. Restoration of the site shall be deemed an important part of this contract, areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree pruning operations.
- All cuttings, branches, wood chips and other debris shall be cleared from the site and disposed of by the contractor in accordance with the required landscape waste management business plan as part of these specifications, or as otherwise specified by the CoT official.
- The contractor shall obtain relevant permits as required by the City of Tshwane's Waste By-Laws including registration with the city's Waste Management division for handling and transportation of any landscape organic waste material within the boundaries of the city. All costs incidental to this requirement will be borne by the contractor. No contractor will be assigned any work without compliance to this requirement.
- All organic waste must be properly secured to the vehicle by either straps or netting, and this must be adhered to at all times.
- The transportation of organic waste must be done according to the National Road Safety Act.
- All weed and alien organic waste that can contaminate non invested areas must be secured to prevent spreading thereof during removal and transportation. Designate disposal sites will be determined by City of Tshwane officials.

ITEM 1: TREE FELLING

Description

The felling of trees is defined as the felling or cutting down of the entire tree. These trees can be in a park, nature reserve, resort, at a municipal depot or planted as a street tree. This can include:

- dead and or dying trees.
- trees that have become diseased.
- trees that have become dangerous and pose a threat to property or people.
- invasive trees.
- Trees which have to be removed due to some development.
- This can include trees or palms.

Felling Procedure:

- As and when a Department requires a tree to be removed the contact person will contact the contractor for a site visit.
- At the site visit the contractor must provide the department with an official quote for the tree or trees to be felled based on the prices tendered.
- The site must also be inspected for existing damage that the tree might have caused and or discuss measures to prevent any further damage to municipal infrastructure or private property.
- If the felling process requires specialized equipment, then the contractor will source and paid for it. No Municipal owned or leased equipment may be used for this purpose.
- The Department must inform the contractor if they intend removing the stump or leaving it in the ground.
- Once the contractor has been issued with the Purchase order then the felling process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.
- No Municipal official can give the bidder any instruction to remove any Protected species trees without producing to Official permission letters from the National Department of Forestry.

BOTANICAL NAMES	COMMON NAMES	Protection Status	NATIONAL TREE NUMBER
<i>Curtisia dentata</i>	Assegai	Protected	570
<i>Philenoptera violacea</i>	Apple-leaf	Protected	238
<i>Pittosporum viridiflorum</i>	Cheesewood	Protected	139
<i>Podocarpus elongatus</i>	Breede river yellowwood	Protected	15
<i>Podocarpus falcatus</i> (<i>Afrocarpus falcatus</i>)	Outeniqua yellowwood	Protected	16
<i>Podocarpus henkelii</i>	Henkel's yellowwood	Protected	17
<i>Podocarpus latifolius</i>	Real yellowwood	Protected	18
<i>Sclerocarya birrea subsp. caffra</i>	Marula	Protected	360
<i>Warburgia salutaris</i>	Pepper-bark tree	Endangered	488

Felling Requirements:

- Tree should be felled completely, the remaining stump should not be more than 2,5cm above ground level.
- If a tree has grown into the overhead electric cables, it is required that the electricity switched off. If the tree is in the street and then the electrical cables need to be isolated, this needs to be coordinated between the Department, Utility Services (Electricity) and the contractor.

- If the tree is on a municipal property, then this can be arranged with the property/depot.
- If a tree is hanging over into the street then the contractor is responsible to either request Metro Police to assist, especially on a main road, or divert traffic using appropriate traffic control measures, warning signs and demarcation cones.
- Damage caused to property during or after the felling of the tree is the responsibility of the contractor. This includes municipal infrastructure or private property.
- Branches needs to be removed in a safe way to reduce the weight of the crown of the tree and cut branches need to be lowered to the ground in a controlled manner using ropes. Side branches should be cut for safety before felling the main stem.
- No Tree may be felled by dropping the entire tree without removal of the side branches, unless in an open field where no other trees or infrastructure will be damaged.
- When the main stem is to be felled, Wedging should be done with ropes to insure that the tree falls in a safe direction. This can be done in an open field only. If in a built up area, then the main stem must be cut into small sections and secured with ropes and lowered to the ground to prevent damage.
- If the stump is to remain and not be removed it must be cut off to 2,5 cm above the ground, then the contractor must treat the stump with a registered herbicide gel. Diesel may not be used under any circumstances.

Post felling Site Requirements:

- All excess wood materials must be removed from the site within 48 hours if not on a side walk or public areas. If it is a sidewalk or public area then the branches must be removed immediately but no later than 24 hours from the site.
- The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon instruction by the relevant City of Tshwane official(s).
- The contractor may load the branches onto a truck or chip the branches mechanically.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site.

Occupational Health and Safety

- All work should proceed according to and comply with all Occupational Health and Safety requirements.
- When a tree is felled, the area around the drop zone should be cordoned off. Signage should be placed around the drop zone

warning people not to enter.

- The work vehicles and vehicles loading the branches should be cordoned off.
- The cutting of branches in the tree should not be done at the same time as what the clean-up staff are removing branches from the drop zone.
- Ladders extended over 3 metres must be supported and or tied to the tree so that they do not fall and injure anyone below.
- Chainsaws used high up in the tree need to be supported with ropes so that they do not fall out of the tree.
- All chainsaw operators must be issued and must at all time wear the personal protective clothing(PPE) as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves for chainsaw use, a forestry trouser and jacket made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment, namely trouser and jacked, a hard hat, leather gloves and safety boots.
- All ladders used must be in perfect working condition. Any damaged or broken ladders will not be allowed to be used on site.
- Ropes used to anchor or tie and lower branches may not be frayed or joined.
- Weather conditions should be taken into consideration on the day of the felling operation as no tree felling or climbing should be done on very windy days or during heavy rain.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Chainsaw – petrol	3
Pruning saws	2
6m extension ladder	1
7-ton flatbed truck (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Ropes for anchoring the tree Ropes for climbing the tree. Ropes for lowering the branches	30 mm / 20 mm Natural fiber / low stretch/ abrasion resistant
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Chainsaw operator (qualified with training certificate AGRISETA / SAQA Registered)	2
General workers	3
Supervisor – with OHS and First Aid Training Certificates	1

The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified

SPECIALIZED EQUIPMENT/ PERSONNEL REQUIRED AS AND WHEN REQUIRED	
Type	Minimum Amount
Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers)	1 (compulsory)
Truck with mounted lift for exceptionally high trees. Lift height minimum 17 m (must have valid licensing papers)	1 (can be hired as and when required)
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. The Contractor will provide the Department with a Valid SABS certificate for all lifting equipment before the equipment is used. The contractor may own or hire such equipment.	

Herbicides

- Herbicides may only be used to treat the stumps once the crown of the tree has been removed mechanically and the Department agrees that the stump/roots cannot be removed.
- Any of these herbicides can be used to paint-on the various stumps.
- The herbicide used must be used according to the specifications on the label.
- Only South African registered products with the Department of Agriculture may be used.

HERBICIDES – Active ingredients	Formulation
Picloram (pyridine carboxylic acid) (as potassium salt) 50g/kg Triclopyr (pyridine carboxylic acid) (as tiethylamine salt) 50 g/kg	Gel

Pricing of the item

- The item is priced for whole tree to be felled
- The pricing is charged for the thickness of the stem of the tree, although the measurements are taken at 1m from the ground. If the tree has split into two or more stems below one metre then the tree will be priced as two.
- The pricing is based on the measurement of the circumference measured at a height of 1m above ground level.
- If the tree is multi-stemmed from ground level, then the tree will be priced per stem.
- Small trees may vary in height from around 3 m to 5 metres.
- Medium sized trees may vary in height from 6m to 15 metres.
- Large sized trees may vary in height from 16m to 30 metres.
- Extra-large trees may be above 31metres. This includes large Eucalyptus trees or large fig trees.
- The pricing must include transport, equipment, felling process, labour and the removal of the branches.

- In cases where a cherry picker or crane are required then a rate per hire for the day may be charged for the removal of the large trees.

Tree Felling Items to tender for:

The item is for the removal of the entire tree and is based on the stem thickness of the tree 1 metre from the ground.

Item	SERVICE/ SAP no.	Item Description
1.1	3026036	ARBORICULTURE TREE REMOVE STEM SIZE 5 CM -30CM
1.2	3023987	ARBORICULTURE TREE REMOVE STEM SIZE 30 CM -60CM
1.3	3023988	ARBORICULTURE TREE REMOVE STEM SIZE 60.1 CM -90CM
1.4	3023989	ARBORICULTURE TREE REMOVE STEM SIZE 90 CM -120CM
1.5	3023990	ARBORICULTURE TREE REMOVE STEM SIZE 120 CM -150CM
1.6	3026037	ARBORICULTURE TREE REMOVE STEM SIZE 150 CM -180CM
1.7	3026038	ARBORICULTURE TREE REMOVE STEM SIZE 180CM>
1.8		ARBORICULTURE TREE REMOVE Cherry picker per day
1.9		ARBORICULTURE TREE REMOVE Crane truck per day

ITEM 2: EMERGENCY TREE REMOVAL SERVICE

Description

- The Contractor(s) will be required to undertake emergency tree removal service in case of fallen trees due to storm or other unforeseen events. During the storm season a tree might be damaged beyond repair and the whole tree might need to be cut up and removed, especially when the tree has been uprooted.
- If the storm has only caused damage to some of the branches, which have fallen into the roadways and are causing problems, then only the damaged areas will be required to be cut up and removed and the rest of the tree can be saved.
- The Contractor shall have a two (2) hour response time to the location upon notification by the City of Tshwane officials.
- The Contractor(s) shall provide City of Tshwane staff with his/her contact details or those of its key and qualified employees, which must be accessible on a 24-hour basis in case of emergency tree work services.
- The City of Tshwane officials may contact the contractor or its key employees when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present.

Operational Procedure:

- As and when a Department requires a tree to be removed, in an

emergency, the contact person will contact the contractor.

- The contractor must then contact their team to go out to the site.
- Depending on the circumstances an official from the Department may or may not be on site.
- The site must also be inspected for existing damage that the tree might have caused when it fell and a record of the damage must be made for insurance purposes and to prevent the service provider from legal actions for damage caused. Written and photographic evidence must be supplied.
- If the felling process requires specialized equipment, then contractor will provide them on site. No Municipal owned or leased equipment may be used for this purpose.
- Before and after pictures will be required from the contractor with submission of invoice.

Felling Requirements:

- If the tree needs to be felled completely, the remaining stump should not be more than 2,5cm above ground level.
- If a tree has fallen into the overhead electric cables, it is required that the electricity switched off. If the tree is in the street and then the electrical cables need to be isolated, this needs to be coordinated between the Department, Utility Services (Electricity) and the contractor.
- If a tree or branches have fallen into the street then the contractor is responsible to either request Metro Police to assist, especially on a main road, or divert traffic using appropriate traffic control measures, warning signs and demarcation cones.
- Damage caused to property by the tree falling over or branches must be recorded. This includes municipal infrastructure or private property.

Post felling Site Requirements:

- All excess wood materials must be removed from the site within 48 hours if not on a side walk or public areas. If it is a sidewalk or public area then the branches must be removed immediately but no later than 24 hours from the site.
- The contractor shall keep the area free of debris and unusable materials resulting from their work and as work progresses, or upon instruction by the relevant City of Tshwane official(s).
- The contractor may load the branches onto a truck or chip the branches mechanically.

The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site.

Occupational Health and Safety

- All work should proceed according to and comply with all

Occupational Health and Safety requirements.

- When a tree is felled, the area around the drop zone should be cordoned off. Signage should be placed around the drop zone warning people not to enter.
- The work vehicles and vehicles loading the branches should be cordoned off.
- The cutting of branches in the tree should not be done at the same time as what the clean-up staff are removing branches from the drop zone.
- Ladders extended over 3 metres must be supported and or tied to the tree so that they do not fall and injure anyone below.
- Chainsaws used high up in the tree need to be supported with ropes so that they do not fall out of the tree.
- All chainsaw operators must be issued and must at all time wear the personal protective clothing(PPE) as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves for chainsaw use, a forestry trouser and jacket made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment, namely trouser and jacket, a hard hat, leather gloves and safety boots.
- All ladders used must be in perfect working condition. Any damaged or broken ladders will not be allowed to be used on site.
- Ropes used to anchor or tie and lower branches may not be frayed or joined.
- Weather conditions should be taken into consideration on the day of the felling operation as no tree felling or climbing should be done on very windy days or during heavy rain.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Chainsaw – petrol	3
Pruning saws	2
6m extension ladder	1
7-ton flatbed truck (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Ropes for anchoring the tree Ropes for climbing the tree. Ropes for lowering the branches	30 mm / 20 mm Natural fiber / low stretch/ abrasion resistant
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Chainsaw operator (qualified with training certificate)	2

AGRISETA / SAQA Registered)	
General workers	3
Supervisor – with OHS and First Aid Training Certificates	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

SPECIALIZED EQUIPMENT/ PERSONNEL REQUIRED AS AND WHEN REQUIRED	
Type	Minimum Amount
Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers)	1 (compulsory)
Truck with mounted lift for exceptionally high trees. Lift height minimum 17 m (must have valid licensing papers)	1 (can be hired as and when required)
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. The Contractor will provide the Department with a Valid SABS certificate for all lifting equipment before the equipment is used. The contractor may own or hire such equipment.	

Pricing of the item

- The item is priced for a whole tree to be cut that has fallen due to a storm etc., although the measurements are taken at 1m from the ground. If the tree has split into two or more stems below one metre then the tree will be priced as two.
- The pricing is based on the measurement of the circumference measured at a height of 1m above ground level.
- The contractor will be required to work after normal working hours and therefore must consider the overtime.
- For emergency work, the contractor shall price emergency tree removal as the entire tree to be removed, including the removal of the debris, excluding stump removal.
- Before and after pictures will be required from the contractor with submission of invoice.
- The pricing must include transport, equipment, felling process, labour and the removal of the branches.

Item 2	SERVICE/ SAP no.	Item Description
2.1	3023987	ARBORICULTURE TREE REMOVE EMERGENCY 30-60CM
2.2	3023988	ARBORICULTURE TREE REMOVE EMERGENCY 60.1-90CM
2.3	3023989	ARBORICULTURE TREE REMOVE EMERGENCY 90-120CM
2.4	3023990	ARBORICULTURE TREE REMOVE EMERGENCY 120CM>

ITEM 3: MECHANIZED STUMP REMOVAL SERVICE

Description

The tree stump needs to be removed with a mechanized tree stump grinder. Tree stumps under 15cm in diameter may be dug out by hand using a mattock and spades. Smaller trees can be grinded up using a small portable stump grinder, but larger trees will require large mechanical grinders to successfully complete the job. The tree stumps can be dead or living depending on the circumstances.

The Stump grinding Procedure:

- As and when a Department requires a tree stump to be removed the contact person will contact the contractor for a site visit.
- As the site visit the contractor must provide the department with an official quote for the tree stump to be grinded based on the prices tendered.
- The site must also be inspected for existing damage that the tree might have caused and or discuss measures to prevent any further damage to municipal infrastructure or private property.
- If the felling process requires specialized equipment, then contractor will source and paid for it. No Municipal owned or leased equipment may be used for this purpose.
- Once the contractor has been issued with the Purchase order then the felling process may commence.
- Stump removal should be completed within 24 hours from start to finish, including cleaning and levelling of site, Worksite must be made safe overnight according to these regulations if the work has to stand over for the next day.
- Before and after pictures will be required from the contractor with submission of invoice

Tree stump grinding Requirements:

- The contractor must remove the remaining stump and protruding roots to the satisfaction of the City Tshwane official managing the project. Removal (grinding of stump) to a minimum of 15cm below ground level and a minimum of 60cm around outside of stump
- If a tree stump is close to the edge of the street then the contractor is responsible to either request Metro Police to assist, especially on a main road, or divert traffic using appropriate traffic control measures, warning signs and demarcation cones.
- Damage caused to property during or after the stump grinding process of the tree is the responsibility of the contractor. This includes municipal infrastructure or private property.

Post stump grinding Site Requirements:

- The stump and debris must be loaded and carted away by the contractor directly after removal and dealt with as per the detailed business plan or as specified by City Tshwane project manager
- The site must be cleaned-up after the stump grinding operation. The hole in the ground is to be filled and levelled with topsoil (free from stones and debris) to match existing grade. Topsoil is to be supplied by the contractor and said cost is to be included in the total Tendered price
- All excess wood materials must be removed from the site within 48 hours if not on a side walk or public areas. If it is a sidewalk or public area, then the wood chips must be removed immediately but no later than 24 hours from the site.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site.

Occupational Health and Safety

- All work should proceed according to and comply with all Health and Safety requirements.
- The worksite must be kept neat and safe throughout the removal process
- The work vehicles and vehicles loading the grinded wood chippings should be cordoned off.
- The grinding of the stump should not be done at the same time as what the clean-up staff are removing the grinded chippings.
- The operator must be fully trained in the stump grinder's operation including any safety features and the manufacturer's instructions.
- When stump grinding operations are carried out close to road verges or footpaths the cutting head should be positioned to direct wood chips away from passing traffic and pedestrians
- Stump grinders must be services and in proper working order according to manufacturer working standards at all times. No shields should be compromised on the machine.
- The stump grinder operator must be issued and must at all time wear the personal protective clothing as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves, a trouser and jacket.
- Other staff used to load chippings must also wear personal protective equipment, namely trouser and jacked, a hard hat, and leather gloves.
- Weather conditions should be taken into consideration on the day of the grinding operation.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM

Type of equipment	Minimum Amount
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Stump grinder – Small portable	1
Stump grinder – larger mechanical	1
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Stump Grinder Operator (qualified with training certificate)	1
General workers	2
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

Pricing of the item

- The item is priced for a whole tree stump to be grinded up according to the sizes listed in the pricing schedule.
- The size is measured according to the diameter of the stump, (Ø).
- The pricing must include transport, equipment, felling process, labour and the removal of the branches
- Topsoil is to be supplied by the contractor and said cost is to be included in the total Tendered price

Item 3	SERVICE/ SAP no.	Item Description
3.1	3023991	ARBORICULTURE STUMP REMOVE 5 CM -30CM
3.2	3023992	ARBORICULTURE STUMP REMOVE 30.1 CM -60CM
3.3	3023993	ARBORICULTURE STUMP REMOVE 60.1 CM -90CM
3.4	3023994	ARBORICULTURE STUMP REMOVE 90.1 CM -120CM
3.5	3023995	ARBORICULTURE STUMP REMOVE 120.1 CM -150CM
3.6	3023996	ARBORICULTURE STUMP REMOVE 150.1 CM -180CM
3.7	3023997	ARBORICULTURE STUMP REMOVE 180.1CM>

ITEM 4: SPECIALIZED TREE PRUNING AND SHAPING

Description

The specialized pruning and shaping of trees will be required under the following scenarios:

- The tree needs to be pruned away from a road, a building or someone's

private property.

- The tree has many dead branches.
- The tree might require deadheading or pollarding (Ligustrums, Lagerstroemias or Bauhinias)
- The tree has become lopsided.
- The tree is growing into overhead cables or lights.
- Diseased branches need to be removed.
- Proportionally reduce the trees size.

Specialized Tree Pruning and Shaping Procedure:

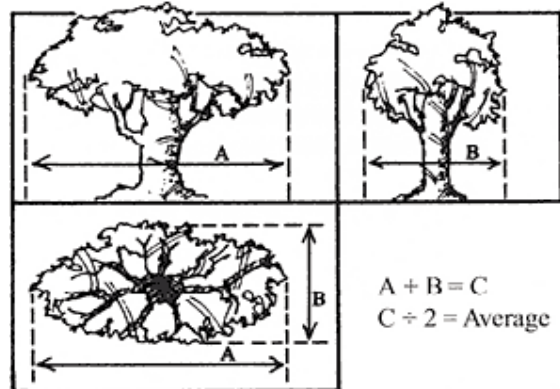
- As and when a Department requires a tree to be pruned the contact person will contact the contractor for a site visit.
- At the site visit the contractor must provide the department with an official quote for the tree or trees to be pruned based on the prices tendered.
- The site must also be inspected for existing damage that the tree might have caused and or discuss measures to prevent any further damage to municipal infrastructure or private property.
- If the pruning process requires specialized equipment, then contractor will source and paid for it. No Municipal owned or leased equipment may be used for this purpose.
- Once the contractor has been issued with the Purchase order then the pruning process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.

Specialized Tree Pruning and Shaping Requirements:

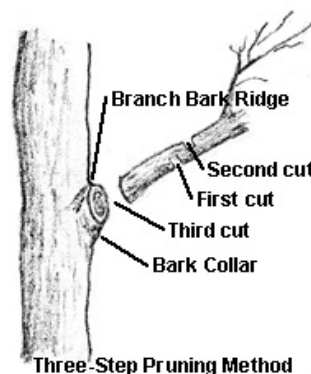
- Tree should be pruning according to the instructions received by the Department.
- If a tree has grown into the overhead electric cables, it is required that the electricity switched off. If the tree is on a property, then this can be arranged with the property manager. If the tree is in the street and then the electrical cables need to be isolated, this needs to be coordinated between the Department, Utility Services (Electricity) and the contractor.
- If branches of the tree are hanging over into the street then the contractor is responsible to either request Metro Police to assist, especially on a main road, or divert traffic using appropriate traffic control measures, warning signs and demarcation cones.
- Damage caused to property during or after the pruning of branches is the responsibility of the contractor. This includes municipal infrastructure or private property.
- Branches needs to be removed in a safe way to reduce the weight for branches need to be cut into smaller sections (all cut branches need to be lowered to the ground in a controlled manner using ropes).

No branches may be pruned off by dropping them where there is any infrastructure that can be damaged, unless the tree is in an open field where no other trees or infrastructure will be damaged.

- Measurement of canopy diameter as indicated in following diagram



- Attempt to preserve natural tree form and maintenance of tree symmetry.
- Pruning cuts shall have no ripping or tearing of the bark, (Pruning should always take place on the branch side of a stem-branch node and under cutting should always be applied).



- The three-step pruning method should be applied.
- All cuts should be clean and neat. A proper cut begins just outside the branch bark ridge and angles down away from the stem of the tree, avoiding injury to the branch collar. Make the cut as close as possible to the stem in the branch joint, but outside the branch bark ridge, so that stem tissue is not injured and the wound can seal in the shortest time possible
- Remove dead branches.
- On heavy branches, selectively start to trim back to main stem in increments not exceeding 50cm.
- All wounds must be treated with a registered tree sealing product.
- No topping of trees is allowed (do not remove crowns) unless the pollarding is required by the Department.
- Prevent narrow V- growth.
- Do directional pruning when required.

- Accommodate seasonal pruning as far as possible, meaning deciduous trees must preferably be pruned in winter.

Post Specialized Tree Pruning and Shaping Site Requirements:

- All excess wood materials must be removed from the site within 48 hours if not on a side walk or public areas. If it is a sidewalk or public area then the branches must be removed immediately but no later than 24 hours from the site.
- The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon instruction by the relevant City of Tshwane official(s).
- Removal of all debris from the site and cleaning work areas.
- The contractor may load the branches onto a truck or chip the branches mechanically.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site.

Occupational Health and Safety

- All work should proceed according to and comply with all Occupational Health and Safety requirements.
- When a tree is pruned, the area around the drop zone should be cordoned off. Signage should be placed around the drop zone warning people not to enter.
- The work vehicles and vehicles loading the branches should be cordoned off.
- The cutting of branches in the tree should not be done at the same time as what the clean-up staff are removing branches from the drop zone.
- Ladders extended over 3 metres must be supported and or tied to the tree so that they do not fall and injure anyone below.
- Chainsaws used high up in the tree need to be supported with ropes so that they do not fall out of the tree.
- All chainsaw operators must be issued and must at all time wear the personal protective clothing(PPE) as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves for chainsaw use, a forestry trouser and jacket made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment, namely trouser and jacked, a hard hat, leather gloves and safety boots.
- All ladders used must be in perfect working condition. Any damaged or broken ladders will not be allowed to be used on site.
- Ropes used to anchor or tie and lower branches may not be frayed or joined.
- Weather conditions should be taken into consideration on the day of

the felling operation as no tree felling or climbing should be done on very windy days or during heavy rain.

- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Chainsaw – petrol	3
Pole pruner – petrol	3
6m extension ladder	1
Cherry picker truck extending to 15 metres	1
7-ton crane truck extending to	1
Pruning saws	2
7-ton flatbed truck (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Ropes for anchoring the tree Ropes for climbing the tree. Ropes for lowering the branches	30 mm / 20 mm Natural fiber / low stretch/ abrasion resistant
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Chainsaw operator (qualified with training certificate AGRISETA / SAQA Registered)	2
General workers	3
Supervisor – with OHS and First Aid Training Certificates	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

SPECIALIZED EQUIPMENT/ PERSONNEL REQUIRED AS AND WHEN REQUIRED	
Type	Minimum Amount
Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers)	1 (compulsory)
Truck with mounted lift for exceptionally high trees. Lift height minimum 17 m (must have valid licensing papers)	1 (can be hired as and when required)
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. The Contractor will provide the Department with a Valid SABS certificate for all lifting equipment before the equipment is used. The contractor may own or hire such equipment.	

Pricing of the item

- The item is priced for a whole tree to be pruned although the measurements are taken as the diameter of the tree canopy. (Canopy diameter)
- The pricing must include transport, equipment, felling process, labour and

the removal of the branches

Item	SERVICE/ SAP no.	Item Description
4.1	3023998	ARBORICULTURE TREE PRUNE SHAPE 0-5M
4.2	3023999	ARBORICULTURE TREE PRUNE SHAPE 5.1-10M
4.3	3024000	ARBORICULTURE TREE PRUNE SHAPE 10.1-15M
4.4	3024001	ARBORICULTURE TREE PRUNE SHAPE 15.1-20M
4.5	3024002	ARBORICULTURE TREE PRUNE SHAPE 20.1-25M
4.6	3024003	ARBORICULTURE TREE PRUNE SHAPE 25.1-30M
4.7	3024004	ARBORICULTURE TREE PRUNE SHAPE 30M>
4.8		ARBORICULTURE TREE REMOVE Cherry picker per day
4.9		ARBORICULTURE TREE REMOVE Crane truck per day

ITEM 5: MECHANIZED CHIPPER SERVICE

Description

The provision of a chipping service to various Departments. The service may be required as follows:

- on a particular site where trees have either been pruned or where the felling of trees has taken place and the area needs to be cleared of branches.
- On a particular site where the Department has decided to dump its branches so that the tree branches can be chipped and the chippings used for mulching or compost.
- The Department has pruned or felled trees in the streets of Tshwane and the branches need to be cleared from the sidewalks where the bidder must chip the branches. This site may be no further than 15 kilometers from the work site.
- This excludes the plant material that is not compatible with the chipper, like, palms and other fleshy plants.

Chipping Procedure:

- As and when a Department requires tree branches or trees that have been felled, to be removed the contact person will contact the contractor for a site visit.
- At the site visit the contractor must provide the department with an official quote for the branches or trees to be chipped based on the prices tendered. This is for post pruning or felling.
- If the Department plans to prune or fell trees and chip as they are cut then the truck, chipper and staff must be onsite for the duration of the process.

- Once the contractor has been issued with the Purchase order then the chipping process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.

Chipping Requirements:

- Chipping should be done and completed within three working days of receiving the purchase order or instruction from a City of Tshwane official where branches are on an enclosed municipal site.
- If the Department is pruning street trees then the chipper and operations will be required to happen at the same time.
- All operator guidelines, operational specifications and safety specifications must be adhered to as specified in the operator's manual.
- Ensure the material to be chipped is free from metal, stones, plastic, rope and other forms of contamination that could damage and effect the safe operation of the machine.
- During the chipping process the chippings must be deposited directly onto the vehicle that will transport the chippings to the indicated site.
- The Chipper Machine and truck must be parked off the road wherever possible. If this cannot be achieved ensure adequate traffic management is in place.
- Ensure the operating teams consist of at least two people competent in the use of wood chipping machines and have received specific training on the individual machine being used.
- Ensure that the wood chipper is not left unattended while in operation. Set up an exclusion zone to ensure pedestrians, vehicles and animals are kept a safe distance from operations.

Post chipping Site Requirements:

- Complete removal of all excess wood materials from the site.
- The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon instruction by the relevant City of Tshwane official(s).
- Removal of all debris from the site and cleaning work areas.
- The chippings maybe be required by the Department to be loaded off at a specific Municipal site.
- If the Department is not going to use the Chippings then they must be stored or disposed of according to the organic landscape waste material plan, unless specified otherwise by the appointed City of Tshwane official.

Occupational Health and Safety

- All work should proceed according to and comply with all Health and Safety requirements.
- When branches are being chipped the area around should be cordoned off. Signage should be placed around the work area warning people not to enter.
- The work vehicles and vehicles and chipper machine used to chip the branches should be cordoned off.
- The chipping of branches of the tree should not be done at the same time as what the clean-up staff are removing the dropped branches.
- All chipper machine operators must be issued and must at all time wear the personal protective clothing as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves for chainsaw use, a trouser and jacket
- Other staff used to load branches must also wear personal protective equipment, namely trouser and jacket, a hard hat, leather gloves.
- Weather conditions should be taken into consideration on the day of the chipping operation as heavy rain might influence the safety of the operation.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Tipper truck specially adapted to accommodate chippings from the chipper (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Wood/tree chipper – The chipper must be able to chip branches up to 457mm in diameter. (must have valid licensing papers)	
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Chipping Machine operator	2
General workers	3
Supervisor – with OHS and First Aid Training Certificates	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

Pricing of the item

- The item is priced for a whole day of chipping (day = 8 hours)

- The price includes the operators and workers and machinery and vehicles for the day.
- The bidder must consider that there might be a number of sites in the Region where tree branches might be required to be chipped for the day.
- The pricing must include transport, equipment, labour and the chipping of the branches.
- The price must also include possible dumping fees.

Item	SERVICE/SAP no.	Item Description
5.1	3026017	ARBORICULTURE MECHANISED CHIPPER SERVICE

ITEM 6 CONTROL OF SHOT HOLE BORER

Description

A tree has been identified to be infected with the shot hole borer (Polyphagous)(PSHB).

There are basically two options to follow:

- The first is to save the tree by treating the tree
- If the tree cannot be saved due to serious signs of death in the branches and stems and the tree cannot recover, then the tree will be cut down and removed.

The Control of Shot hole borer Procedure:

- As and when a Department positively identifies a PSHB infested tree the contact person will contact the contractor for a site visit.
- At the site visit the contractor must provide the department with an official quote for the treatment option decided upon based on the prices tendered.
- Once the contractor has been issued with the Purchase order then the felling process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.
- The site must also be inspected for existing damage that the tree might have caused and or discuss measures to prevent any further damage to municipal infrastructure or private property.
- If the felling process requires specialized equipment, then the contractor will source and paid for it. No Municipal owned or leased equipment may be used for this purpose.
- The Department must inform the contractor if they intend removing the stump or leaving it in the ground.

The Control of Shot hole borer Requirements if the tree is to be treated:

- The contractor must firstly try to improve the health of the tree. The area around the stem must be cleaned and mulched and watered.
- The tree must then be treated with a chemical that is registered with the National Department of Agriculture.
- Only the infected area may be treated and not the surrounding areas.
- If required by the Department, the treatment must be repeated in 6 months, especially large trees.
- The contractor is required to monitor the progress and file a report with the Department over a 6-month period.
- The work area should be cordoned off during treatment and a sticker/ sign placed on the tree warning of the treatment.

The Control of Shot hole borer Requirements if the tree is to be removed:

- Tree should be felled completely, the remaining stump should not be more than 2,5cm above ground level.
- If a tree has grown into the overhead electric cables, it is required that the electricity switched off. If the tree is in the street and then the electrical cables need to be isolated, this needs to be coordinated between the Department, Utility Services (Electricity) and the contractor.
- If the tree is on a municipal property, then this can be arranged with the property/depot.
- If a tree is hanging over into the street then the contractor is responsible to either request Metro Police to assist, especially on a main road, or divert traffic using appropriate traffic control measures, warning signs and demarcation cones.
- Damage caused to property during or after the felling of the tree is the responsibility of the contractor. This includes municipal infrastructure or private property.
- Branches need to be removed in a safe way to reduce the weight of the crown of the tree and cut branches need to be lowered to the ground in a controlled manner using ropes. Side branches should be cut for safety before felling the main stem.
- No Tree may be felled by dropping the entire tree without removal of the side branches, unless in an open field where no other trees or infrastructure will be damaged.
- When the main stem is to be felled, Wedging should be done with ropes to insure that the tree falls in a safe direction. This can be done in an open field only. If in a built up area, then the main stem must be cut into small sections and secured with ropes and lowered to the ground to prevent damage.
- If the stump is to remain and not be removed it must be cut off to 2,5 cm above the ground, then the contractor must treat the stump with a registered herbicide gel. Diesel may not be used under any circumstances.

The Post Shot hole borer Control Site Requirements:

- All excess wood materials must be removed from the site immediately.
- The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon instruction by the relevant City of Tshwane official(s).
- Removal of all debris from the site and cleaning work areas.
- The contractor may load the branches onto a truck or chip the branches mechanically.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site.
- The disposal of the branches either through loading them and taking them away or the chipping of the branches. If the Department wants the chippings or branches to be dumped at a specific site, then this must be discussed in advance.

Occupational Health and Safety

- All work should proceed according to and comply with all Occupational Health and Safety requirements.
- When a tree is felled, the area around the drop zone should be cordoned off. Signage should be placed around the drop zone warning people not to enter.
- The work vehicles and vehicles loading the branches should be cordoned off.
- The cutting of branches in the tree should not be done at the same time as what the clean-up staff are removing branches from the drop zone.
- Ladders extended over 3 metres must be supported and or tied to the tree so that they do not fall and injure anyone below.
- Chainsaws used high up in the tree need to be supported with ropes so that they do not fall out of the tree.
- All chainsaw operators must be issued and must at all time wear the personal protective clothing(PPE) as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves for chainsaw use, a forestry trouser and jacket made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment, namely trouser and jacked, a hard hat, leather gloves and safety boots.
- All ladders used must be in perfect working condition. Any damaged or broken ladders will not be allowed to be used on site.
- Ropes used to anchor or tie and lower branches may not be frayed or joined.
- Weather conditions should be taken into consideration on the day of the felling operation as no tree felling or climbing should be done on very windy days or during heavy rain.
- The Contractor must have a competent supervisor on site at all times

when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Chainsaw – petrol	3
Pruning saws	2
6m extension ladder	1
7-ton flatbed truck (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Ropes for anchoring the tree Ropes for climbing the tree. Ropes for lowering the branches	30 mm / 20 mm Natural fiber / low stretch/ abrasion resistant
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Shot hole borer application equipment and chemicals + signage	
Staff Required	Minimum Amount
Chainsaw operator (qualified with training certificate AGRISETA / SAQA Registered)	2
General workers	3
Supervisor – with OHS and First Aid Training Certificates	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

SPECIALIZED EQUIPMENT/ PERSONNEL REQUIRED AS AND WHEN REQUIRED	
Type	Minimum Amount
Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers)	1 (compulsory)
Truck with mounted lift for exceptionally high trees. Lift height minimum 17 m (must have valid licensing papers)	1 (can be hired as and when required)
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. The Contractor will provide the Department with a Valid SABS certificate for all lifting equipment before the equipment is used. The contractor may own or hire such equipment.	

Pricing of the item

- The item is priced for whole tree to be felled that is infected.
- The pricing is charged for the thickness of the stem of the tree, although the measurements are taken at 1m from the ground. If the tree has split into two or more stems below one metre then the tree will be priced as two.
- The pricing is based on the measurement of the circumference measured at a height of 1m above ground level.

- If the tree is multi-stemmed from ground level, then the tree will be priced per stem.
- Small trees may vary in height from around 3 m to 5 metres.
- Medium sized trees may vary in height from 6m to 15 metres.
- Large sized trees may vary in height from 16m to 30 metres.
- Extra-large trees may be above 31metres. This includes large Eucalyptus trees or large fig trees.
- The pricing must include transport, equipment, felling process, labour and the removal of the branches.
- In cases where a cherry picker or crane are required then a rate per hire for the day may be charged for the removal of the large trees.
- If the tree is to be treated then the pricing must be per treatment, depending on the size of the tree, including follow-up inspections and reports.

Item	SERVICE/ SAP no.	Item Description
6.1		ARBORICULTURE TREE SHOT HOLE STEM SIZE 5 CM -30CM
6.2		ARBORICULTURE TREE SHOT HOLE STEM SIZE 30 CM -60CM
6.3		ARBORICULTURE TREE SHOT HOLE STEM SIZE 60.1 CM -90CM
6.4		ARBORICULTURE TREE SHOT HOLE STEM SIZE 90 CM -120CM
6.5		ARBORICULTURE TREE SHOT HOLE STEM SIZE 120 CM -150CM
6.6		ARBORICULTURE TREE SHOT HOLE STEM SIZE 150 CM -180CM
6.7		ARBORICULTURE TREE SHOT HOLE STEM SIZE 180CM>
6.8		ARBORICULTURE TREE SHOT HOLE CHERRY PICKER PER DAY
6.9		ARBORICULTURE TREE SHOT HOLE CRANE TRUCK PER DAY
6.10		ARBORICULTURE TREE SHOT HOLE CHEMICAL TREATMENT STEM DIAMETER 5- 30CM
6.11		ARBORICULTURE TREE SHOT HOLE CHEMICAL TREATMENT STEM DIAMETER 31 - 100CM

SECTION B – CONTROL OF ALIEN VEGETATION

- This section specializes in the control of Alien vegetation and declared invaders plants as per the NEMA Act. (National Environmental Management: Biodiversity Act (10/2004): Alien and Invasive Species Lists, 2014.)

The Section consists of the following two items.

- Item 7 - Mechanical removal of alien plant species
- Item 8 - Chemical control of Alien Plant Species

The Chemical Control method will be used when the mechanical method cannot be used or when only invader tree stumps need to be treated.

This section accommodates the control of the following types of Alien vegetation:

- Wild and invasive grasses and weeds
- Aquatic plants (plants growing/floating on water surfaces)
- Alien Shrubs and bushes (particularly lantana and bug weeds)
- Invasive climbers
- Invasive reeds (usually found near some water sources)

The following are examples of various Alien weeds commonly found in Tshwane

Alien Type	Genus species	Common name
Reeds	Arundo domax	Spanish reed
Shrub	Cestrum aurantiacum	Yellow cestrum
Shrub	Solanum mauritianum	bugwood
Shrub	Tecoma stans	Yellow bells
Shrub	Lantana camara	Common lantana
Weed	Campuloclinium macrocephalum	Pompom weed
Weed	Canna indica	Garden canna
Climber	Macfadyena unguis-cati	Cats claw creeper
Climber	Ipomoea	Morning glory
Water plant	Pistia stratiotes	Water lettuce
Water plant	Eichhornia crassipes	Water hyacinth

ITEM 7: MECHANICAL REMOVAL OF ALIEN PLANT SPECIES

Description

The removal of Alien vegetation through the use of mechanical equipment.

This alien vegetation might be growing in a residential area on the sidewalk, a developed or undeveloped park or in a natural area.

Specialized equipment required for the mechanical removal must be sourced and paid by the contractor. No Municipal owned or leased equipment may be used for this purpose.

Mechanical Alien vegetation removal Procedure:

- As and when a Department requires alien vegetation to be removed the contact person will contact the contractor for a site visit.
- As the site visit the contractor must provide the department with an official quote for the alien vegetation to be removed based on the prices tendered.
- The Department must inform the contractor if they intend removing the stump/roots of the shrubs and bushes, invasive climbers, and invasive reeds or leaving them in the ground. If the decision is to leave them in the ground, then they must be treated with a registered herbicide.

- Once the contractor has been issued with the Purchase order then the felling process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.

The Mechanical control of Alien Plants Requirements:

- Cut/slash the stem and shoots of the plant as near as possible to ground level, (the remaining stem/shoots should not exceed 5cm).
- Treat the slashed/cut stems and shoots immediately with a registered herbicide, include dye to assist in the identification of areas that have been cleared
- A registered wetting agent should be added to the herbicide mix to allow for better absorption
 - Wild and invasive grasses and weeds can be cut using brush cutters.
 - Aquatic plants (plants growing/floating on water surfaces) will need to be removed from the surface of the water with nets and a boat, depending on the size of the infestation.
 - Alien Shrubs and bushes (particularly lantana and bug weeds) will either need to be cut with a pole pruner, a chainsaw or a hand saw.
 - Invasive climbers will need to be cut with a pole pruner or hand saws.
 - Invasive reeds (usually found near some water sources) can be cut with a handsaw or a brush cutter.

Post mechanical control Site Requirements:

- . Wild and invasive grasses and weeds cuttings can be left or removed depending on the Departmental requirements.
- Aquatic plants (plants growing/floating on water surfaces) will need to be removed from the surface of the water and removed from the site and dumped in a Landfill site to prevent further infestation of the water sources.
- Alien Shrubs and bushes (particularly lantana and bug weeds) cut material will need to be removed to a Landfill site so that the plant and seeds no longer infest the area.
- Invasive climbers cut material will need to be removed to a Landfill site so that the plant and seeds no longer infest the area.
 - Invasive reeds (usually found near some water sources) cut material will need to be removed to a Landfill site so that the plant and seeds no longer infest the area.
- Complete removal of all excess wood materials from the site within three working days
- The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon instruction by the relevant City of Tshwane official(s).
- The contractor may load the cut material onto a vehicle or chip the material mechanically.
- In cases where the Department requested the roots to be mechanically removed the site must be restored and levelled.

Occupational Health and Safety

- All work should proceed according to and comply with all Health and Safety requirements.
- The Material Safety Data Sheet must be provided to the Department before any herbicide may be applied.
- The work vehicles should be cordoned off.
- Chainsaws used high up when the operator needs to climb the tree must be supported
- All chainsaw operators must be issued and must at all time wear the personal protective clothing as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves for chainsaw use, a trouser and jacket made specifically for chainsaw use.
- Other staff using brush cutters and clearing saws must also wear personal protective equipment, namely trouser and jacket, a hard hat, leather gloves, eye goggles, shin guards.
- Weather conditions should be taken into consideration on the day of mechanical operation as no machinery during heavy rain.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Chainsaw – petrol	3
Clearing saw/ Pole pruner - petrol	3
Brush cutters - petrol	5
7-ton flatbed truck (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Chainsaw operator (qualified with training certificate AGRISETA / SAQA Registered)	1
Brush cutter operators (qualified with training certificate AGRISETA / SAQA Registered)	3
Supervisor – with OHS and First Aid Training Certificates	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

Herbicides

- Herbicides may only be used to treat the stumps once the crown of the plant has been removed mechanically and the Department agrees that the stump/roots cannot be removed.
- The herbicide used must be used according to the specifications on the label.
- Only South African registered products may be used.

HERBICIDES – Active ingredients	Treatment
Picloram (pyridine carboxylic acid) (as potassium salt) 50g/kg Triclopyr (pyridine carboxylic acid) (as tiethylamine salt) 50 g/kg	Roots and stump

Pricing of the item

- The pricing must include transport, equipment, labour.
- Pricing is done per square metre based on the surface area covered by the crown of the alien plant.
- The price must also include the removal of the cut plant material for item 7.2/ 7.3/ 7.4/ 7.5.
- Price must include the mechanical cutting of the listed alien plants.
- The price must include herbicide treatment of roots/stumps for as and when the Department decides not to remove the stumps.

Item	SERVICE/ SAP no.	Item Description
7.1	3024005	ARBORICULTURE CONTROL MECHANICAL GRASS
7.2	3024006	ARBORICULTURE CONTROL MECHANICAL AQUATIC
7.3	3024007	ARBORICULTURE CONTROL MECHANICAL SHRUB/ BUSH
7.4	3024008	ARBORICULTURE CONTROL MECHANICAL CLIMBER
7.5	3024009	ARBORICULTURE CONTROL MECHANICAL REEDS
7.6	3026039	ARBORICULTURE CONTROL MECHANICAL ENCROACHMENT

ITEM 8: CHEMICAL REMOVAL OF ALIEN PLANT SPECIES

Description

- The chemical control method (foliar application) will be used when the shrubs or other alien vegetation is not suitable for Mechanical control or City of Tshwane requested the work to be done using the Chemical method (foliar application).
- All herbicides used must be environmental friendly and registered for the specific species on which the treatment will be executed and it must be agreed upon by the representative of City of Tshwane.

The Chemical control of Alien Plants Procedure:

- As and when a Department requires the alien plants to be sprayed the contact person will contact the contractor for a site visit.
- As the site visit the contractor must provide the department with an official quote for the alien plants to be sprayed based on the prices tendered.
- The site must also be inspected so that existing indigenous trees are not sprayed by accident. Alien vegetation must be properly marked.
- Once the contractor has been issued with the Purchase order then the spraying process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.

Spraying Requirements:

- Herbicide applicators can only be mixed on designated areas according to the Occupational Health and Safety regulations.
- **Do**
- Treat plants with a registered herbicide when plants are actively growing.
- Ensure that registered herbicide is mixed according to label application rates.
- Ensure correct wearing of safety gear at all times.
- Spray when the sun is shining so that the herbicide can be more effective.
- Use a drip sheet and keep herbicide in a demarcated area in the veld out of direct sunlight.
- Apply spray to the leaves and stems of the invaders.
- Include dye to assist in the identification of areas that have been cleared,
- A registered wetting agent should be added to the herbicide mix to allow for better absorption.
- Stump treatments are done to freshly cut tree stumps.

Do not

- Spray during strong wind, or where there is the slightest evidence of drift.
- Mix herbicides in environmentally sensitive areas where the environment can be contaminated.
- Spray when it is very hot.
- spray when plants are stressed or dormant.
- spray plants that are in excess of 1m height.
- apply herbicide in the rain or on wet, damp leaves or if there is a chance of rain.

- spray near any people and especially children, animals.
- Apply herbicides which will affect fish in any water body.
- No Tree stump killers may be mixed with diesel.

Post spraying Site Requirements:

- Remove all empty herbicide containers from the site.
- At no stage may any spraying equipment be rinsed or washed in any water source i.e.: dam, river, vlei area etc.

Occupational Health and Safety

- All work should proceed according to and comply with all Health and Safety requirements.
- MSDS and label must be provided to the clerk of works before any spraying commences.
- When spraying is taking place signage should be placed around the area warning people not to enter.
- The work vehicles should be cordoned off.
- Weather conditions should be taken into consideration on the day of the spraying operation as no spraying should be done on very windy days or during heavy rain.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
15L Knapsack poison sprayer	3
100 litre power sprayer - petrol	1
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Supervisor – with OHS and First Aid Training Certificates. A Pest Control Operators Certificate issued by the Department of Agriculture and registered for herbicide applications (weeds and or invader weeds)	1
Poison Sprayer Applicators	2
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

Herbicides

- Any of these herbicides can be used to spray on the various weed types listed.

- The herbicide used must be used according to the specifications on the label.
- Only South African registered products may be used.

HERBICIDES – Active ingredients	Purpose
Fluroxypyr (Pyridyloxy compound) 320 g/L Triclopyr (Pyridyloxy compound) 16 g/L	Shrubs and tree stumps
Triclopyr 360g/L.	Shrubs and tree stumps
Ticlopyr 480 g/L	Shrubs and tree stumps
Picloram (pyridine carboxylic acid) (as potassium salt) 50g/kg Triclopyr (pyridine carboxylic acid) (as tiethylamine salt) 50 g/kg	Tree stump Gel
Glyphosate 700g/kg, Glyphosate (as Glyphosate Sodium Salt) 791g/kg	Weeds/small shrubs/reeds
Glyphosate (phosphonic acid) (acid equivalent) 360g/L Glyphosate (phosphocic acid) (isopropylamine salt) 480g/lt. (5 litre container)	Weeds/small shrubs/reeds
Diquat ion (bipyridyf) 200g/l + (as dibromide salt) 375.5g/l	Aquatic plants
Tebuthiuron (urea compound) 250g/lt Bromacil (uracil) 250g/lt.	Bush encroachment
Picloram (pyridine compound) (astir-isopropanolamine salt) 80g/l fluroxypyr(pyridine compound) (as mrthyl heptyl ester)	Trees, shrubs, pompon weed

Pricing of the item

- The pricing must include transport, equipment, spraying process and labour.
- The price must include the cost of the herbicide.
- The price must include the cost of the herbicide.
- The pricing is done square metre of infestation.

ITEM	SERVICE/ SAP no.	Item Description
8.1	3024010	ARBORICULTURE CONTROL CHEMICAL GRASS REED
8.2	3024011	ARBORICULTURE CONTROL CHEMICAL AQUATIC
8.3	3024012	ARBORICULTURE CONTROL CHEMICAL PLANT CLIMBER
8.4	3024013	ARBORICULTURE CONTROL CHEMICAL SHRUB
8.5	3024014	ARBORICULTURE CONTROL CHEMICAL STUMP TREE 5CM>

SECTION C - AFFORESTATION AND TREE MAINTENANCE.

Section C consists of the following items:

- Item 9 - Afforestation (Tree Planting)
- Item 10 - Tree Relocation of large trees (Transplant)
- Item 11 - Tree Watering and Maintenance

- The contractor will be responsible for the rehabilitation of the working area and the worksite must be repaired to its original condition. The contractor must provide his own soil if necessary for this rehabilitation process. The organic material generated by the removal of the tree/s, will be removed by the contractor and dealt with as mentioned in the business plan relating to landscape organic waste or as specified by the City of Tshwane project manager.
- All work areas must be properly cordoned off in terms of the Road Safety Act, and must include the following:
 - Signage on vehicles.
 - Traffic cones (minimum 15).
 - Road working signs:
 - Road Workman sign.
 - Road narrow sign (1x left to right, 1x right to left).
 - Keep left sign.
 - Keep right sign.
 - Minimum of two people with red flags directing traffic around the work area
 - No member of the public is allowed in the direct work area.
- All services shall be performed by personnel who are qualified and experienced to provide tree services and are directly employed and supervised by the Contractor.

ITEM 9: AFFORESTATION (TREE PLANTING)

Description

The afforestation basically means the planting of trees. The tree planting can take place on a sidewalk, in a park, traffic island, in a natural area or on any municipal property.

The City plants mostly indigenous trees, but also plants fruit trees and exotic trees.

Trees planting can be done singularly or trees can be in a whole street or suburb depending of the Departments requirements.

The contractor might be required to procure the trees and plant them or the trees will be supplied by the CoT and the contractor will be required to collect the trees and plant them.

The contractor will be required to water the trees and care for them for 4 weeks after planting.

Afforestation Procedure:

- As and when a Department requires a tree or trees to be planted the contact person will contact the contractor for a site visit.
- The Site, the tree spacing and tree species to be indicated planted will be determined by City of Tshwane Department.
- The Department is to specify if tree should be supplied by the bidder or will the CoT supply the trees.
- As the site visit the contractor must provide the department with an official quote for the tree planting based on the prices tendered.

- The site must also be inspected for existing services and to discuss measures to prevent any further damage to municipal infrastructure or private property.
- The digging of the holes must be done by hand, unless the ground is extremely rocky and hand digging cannot be done.
- Once the contractor has been issued with the Purchase order then the felling process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.

Afforestation planting Requirements:

- A Wayleave application must be submitted by the appointed contractor on behalf of the Department when new streets are planted with street trees and permission obtained prior to planting. Any damage to services will be for the cost of the contractor.
- A wayleave is not required for planting on property like parks, resorts, depots, natural areas where there are no services.
- A wayleave is also not required when a dead or damaged tree is being replaced in the same hole of the previous tree on a side walk.
- If a tree is being planted on a very narrow street then the contractor is responsible to either request to divert traffic using appropriate traffic control measures, warning signs and demarcation cones.
- Damage caused to property during or after the planting of the tree is the responsibility of the contractor. This includes municipal infrastructure or private property.
- The following hole sizes are
 - 20 litre Container: Dig a hole (Length x Width x Depth) 75cm x 75cm x 75cm.
 - 50 litre container: Dig a hole (Length x Width x Depth) 100cm x 100cm x 75cm.
 - 100 Litre container: Dig a hole (Length x Width x Depth) 1m x 1m x 1m
 - 200 Litre container: Dig a hole (Length x Width x Depth) 1.5m x 1.5m x 1m.
- Fill the hole with water one (1) day before planting and let it drain.
- Mix the excavated soil (the excavated soil must be free from rocks), with compost. Fertilizer can be added according to the manufacturers' instructions. (compost and fertilizer to be supplied by the contractor)
- Add 4 x 1 litre time release watering gels evenly spaced around the base of the root-ball. (to be supplied by the contractor)
- Set the tree in the hole with the root collar (just above the roots) flush or slightly above natural grade.
- Fill the hole up and firm the soil around the root ball.
- Make a dam around the tree and fill with minimum of 75 liters of water.
- Anchor the tree with 2 x 3m anchors opposite of each other (bottom 1

metre of the tree stakes should be below ground level), and secure with 3 tree ties or thread anchor cables through a piece of plastic tubing or hose pipe, where the cable touches the trunk. (Tree stake and straps to be supplied by the contractor)

- A 5cm thick bark mulch must be placed around the tree within the dam rim. (mulch to be supplied by the CoT)

Post Afforestation Site Requirements:

- Complete removal of all plastic bags and containers from the site after planting.
- Level off the area surround the dam.
- Remove all rocks and other materials from the site.
- Water the tree every 7 days for a period of 4 weeks to ensure that the tree survives after planting.
- All trees planted will be inspected monthly and all incorrect species and dead trees will have to be replaced at the cost off the contractor before payment is made.
- If trees that were planted have been stolen or damaged, then this must be reported to the Department with photographic evidence and details of the incident, if known.

SPECIFICATIONS FOR THE PURCHASING OF TREES BY THE TENDERER.

For this item these are the specifications which the tenderer must source the trees from various nurseries in and around Gauteng. No Trees may be sourced from Coastal provinces as the plants will not have acclimatized to the Tshwane weather conditions.

The tenderer will need to ensure that the Nursery they use complies with the following standards. As nurseries do not reserve stock, it is advisable for the tenderer to sources trees from at least 3 or 4 nurseries.

SPECIFICATIONS FOR A TREE IN A 50LITRE CONTAINER.

- Height: Minimum tree height 2m.
- Stem diameter: The stem must be not being narrower than 5cm, if measured 30cm from the ground. Trees must be single stemmed with a spreading crown (branched).
- Container Size: Trees must be in 50L plastic bags for a minimum of 6 months.
- No tree may be infected with any pest on the roots, stem or leaves.
- The tree may not be pot bound in the container.
- The tree must show signs of healthy normal growth.

SPECIFICATIONS FOR A TREE 100LITRE CONTAINER.

- Height: Minimum tree height 2.5m
- Stem diameter: The stem must not be narrower than 8cm in

circumference, if measured 30cm from the ground. Trees must be single stemmed with a spreading crown (branched)

- Container size: Trees must be in 100L plastic bags, wire for a minimum period of 6 months.
- No tree may be infected with any pest on the roots, stem or leaves.
- The tree may not be pot bound in the container.
- The tree must show signs of healthy normal growth.

- SPECIFICATIONS FOR A TREE 200LITRE CONTAINER.

- Height: Minimum tree height 2.5m
- Stem diameter: The stem must not be narrower than 11cm in circumference, if measured 30cm from the ground. Trees must be single stemmed with a spreading crown (branched)
- Container size: Trees must be in 200L plastic bags, wire basket for a minimum period of 6 months.
- No tree may be infected with any pest on the roots, stem or leaves.
- The tree may not be pot bound in the container.
- The tree must show signs of healthy normal growth.

List of Tree Spp. that the contractor will be required to source and supply and plant:

Genus species	Common Name	Genus species	Common Name
<i>Apodytes dimidiata</i>	White pear	<i>Nuxia floribunda</i>	Forest elder
<i>Berchemia zeyheri</i>	Red ivory	<i>Olea europaea ssp. Africana</i>	Wild Olive
<i>Bolusanthus speciosus</i>	Tree wisteria	<i>Pappea capensis</i>	Jacket plum
<i>Calodendrum capense</i>	Cape Chestnut	<i>Peltophorum africanum</i>	Weeping wattle
<i>Celtis africana</i>	White stinkwood	<i>Philenoptera violacea</i>	Apple leaf
<i>Chionanthus peglerae</i>	Giant pock ironwood	<i>Pittosporum viridiflorum</i>	cheesewood
<i>Combretum erythrophyllum</i>	Bushveld willow	<i>Ptaeroxylon obliquum</i>	Sneeze wood
<i>Combretum kraussii</i>	Forest bushwillow	<i>Pterocarpus rotundifolius</i>	Round-leaved teak
<i>Dombeya rotundifolia</i>	Common wild pear	<i>Schotia brachypetala</i>	Weeping boer bean
<i>Ekebergia Capensis</i>	Cape Ash	<i>Sclerocarya birrea</i>	Marula
<i>Erythrina lysystemon</i>	Common Coral tree	<i>Searsia lancea</i>	Karee
<i>Euclea crispa subsp. Crispa</i>	Blue guarri	<i>Syzygium cordatum</i>	Water berry
<i>Galpinia transvaalica</i>	Transvaal privet	<i>Terminalia sericea</i>	Silver cluster-leaf

Genus species	Common Name	Genus species	Common Name
<i>Harpephyllum caffrum</i>	Wild Plum	<i>Trichilia dregeana</i>	Forest Mahogany
<i>Heteropyxis natalensis</i>	Lavender tree	<i>Warburgia salutaris</i>	Pepper Bark
<i>Kigelia africana</i>	Sausage tree	<i>Ziziphus mucronata</i>	Buffalo-thorn
<i>Kirkia acuminata</i>	White seringa	<i>Ziziphus rivularis</i>	False Buffalo-thorn
<i>Kirkia wilmsii</i>	Mountain seringa	Fruit tree – 20l	Lemons/ naartjies/ peaches
<i>Millettia grandis</i>	Umzimbeet	Exotic trees – where they need to be replaced	
<i>Liquidambar styraciflua</i>	Sweet Gum	<i>Jacaranda mimosifolia</i>	jacaranda

Occupational Health and Safety

- All work should proceed according to and comply with all Health and Safety requirements.
- Staff used to plant trees must wear personal protective equipment, namely trouser and jacked, a hard hat, leather gloves.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
7-ton flatbed truck (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with hose connection.	1
Hand tools like picks and spades	
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
General workers	3 + Local labour
Supervisor – with OHS and First Aid Training Certificates	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

Pricing of the item

- The pricing must include transport, equipment, and labour.
- The price must include the cost of the 4 time release gel per tree, the

compost and fertilizer per tree, the tree stakes and the ties.

- The stake must be a Wooden saligna dropper 2.4 metres Thickness – diameter 20 to 32 mm.
- The cost of the sourcing, and delivery of the 50/100/200 litre trees from nurseries.
- The watering of the trees every 7 days for 4 weeks after planting.
- Please note that the price of the sourced trees may not be the same as the supplied trees by the CoT.
- Consider the fact that not all nurseries will have these trees available and therefore it's advisable to have more than one supplying nursery.

Item	AFFORESTATION - TREE SUPPLIED AND PLANTED BY CONTRACTOR	
9.1	SERVICE/SAP no.	Item Description
9.2	3026022	ARBORICULTURE AFFORESTATION/TREE PLANTING 50L
9.3	3026041	ARBORICULTURE AFFORESTATION /TREE PLANTING 100L
9.4	3026042	ARBORICULTURE AFFORESTATION /TREE PLANTING 200L

	AFFORESTATION - TREE SUPPLIED AND PLANTED BY CITY OF T SHWANE	
	SERVICE/SAP no.	Item Description
9.5	3026018	ARBORICULTURE AFFORESTATION TREE PROVIDED 20L
9.6	3026043	ARBORICULTURE AFFORESTATION TREE PROVIDED 50L
9.7		ARBORICULTURE AFFORESTATION TREE PROVIDED 100L

ITEM 10: TREE RELOCATION (TRANSPLANT)

Description

- Transplanting is the term used to describe the digging and replanting of trees open ground from one location to a new location. (Inclusive of all operations as listed under point as well as transport and delivery within Tshwane Municipal borders).

- The transplanting of trees from one location to another in the following instances:
 - A road needs widening and the existing street trees need to be moved.
 - Large open ground trees are transplanted from the nursery to a new project.
 - Trees are in the road of a new development and need to be moved to accommodate new entrances etc.
- Due to the wide extent and morphology of tree root system, transplanting of trees usually involves substantial removal of roots. The whole transplanting process in particular for large trees is an engineering feat and requires substantial involvement of expertise, resources and time.
- Specialized machinery and expertise are required for this process.
- Not all trees can be relocated and therefore it is the Department who will decide on the species for relocation.
- Autumn and winter are considered as optimal time for transplanting. In general, summer is not a common transplanting season as the evapo-transpiration rate is high and the transplanted trees will be under stress when transplanting work is taken place during that time.

Tree Relocation Procedure:

- As and when a Department requires a tree needs to be re-located the contact person will contact the contractor for a site visit.
- The Department and the contractor will visit the re-location site as well to see where the tree must be relocated to.
- As the site visit the contractor must provide the department with an official quote for the relocation of the tree based on the prices tendered.
- The site must also be inspected for existing damage that the tree might have caused and or discuss measures to prevent any further damage to municipal infrastructure or private property.
- Challenges and the transplanting process must also be discussed.
- The process and planned dates for the transplanting must be discussed.
- The percentage of crown removal must also be decided.
- Once the contractor has been issued with the Purchase order then the tree relocation process may commence.
- Before and after pictures will be required from the contractor with submission of invoice.

Tools and equipment

- All tools and equipment should be appropriate to the operations and prepared in advance. Digging and root pruning tools shall be sharp and clean in order to cut without breaking, crushing or tearing roots.
- All equipment and machinery used by the contractor must be cleaned or treated with a commercially available fungicide (active ingredient: Propamocarb -Hcl 722g/lit), to prevent the spreading of disease from one tree to the next. This action must be carried out

consequently between each new tree.

Tree Relocation Requirements at the original site:

- If a tree is hanging over into the street then the contractor is responsible to either request Metro Police to assist, especially on a main road, or divert traffic using appropriate traffic control measures, warning signs and demarcation cones.
- Damage caused to property during or after the relocation process of the tree is the responsibility of the contractor. This includes municipal infrastructure or private property.
- Crown Pruning
 - Do not top, or prune more than 30% of the original crown as excessive pruning can ruin the natural form of a tree and reduce photosynthesis. Topping will undermine health and structure and the affected tree may become a potential hazard
 - Crown cleaning (not more than 30% of original crown) can be carried out to remove unhealthy, damaged, diseased, dead and crossed branches so as to minimize susceptibility to pests and diseases.
 - Treat pruned branches with a registered tree seal product.
 - Branches needs to be removed in a safe way to reduce the weight of the crown of the tree (all cut branches need to be lowered to the ground in a controlled manner using ropes). Side branches should be cut for safety.
- Preparation of root ball
 - Root pruning is required before transplanting a tree. Cuts must be clean to avoid tearing or breaking the roots. All cut roots shall be trimmed cleanly back to the healthy tissues to reduce split and torn roots. Sharp cut ends can promote a flush of new fibrous roots, helping the trees recover faster from injuries. Root cutting should be done carefully to ensure that no major feeding roots are unnecessarily pruned or removed.
 - Treat pruned roots with a commercially available fungicide, e.g. a fungicide with an active ingredient: Propamocarb -Hcl 722g/lit, to prevent disease.
 - The following dimensions are applicable for the required root ball sizes, depending on tree trunk circumference:

ITEM	Tree Trunk Size	Root-Ball Excavation (Length X Width X Depth)
1.1	Tree Trunk - Equal or smaller than 50cm circumference measured at a height of 1m above ground level	50cm X 50cm X 50cm
1.2	Tree Trunk - From 51cm to 100cm circumference measured at a height of 1m above ground level	65cm X 65cm X 75cm
1.3	Tree Trunk - From 101cm to 150cm circumference measured at a height of 1m above ground level	80cm X 80cm X 100cm

1.4.	Tree Trunk - From 151cm to 200cm circumference measured at a height of 1m above ground level)	100cm X 100cm X 100cm
1.5	Tree Trunk-From 201cm+ circumference measured at a height of 1m above ground level)	120cm X 120cm X 120cm

- Pre-lifting operations of the tree
 - Wrap damp hessian on the sides and across the tip of the ball and pin. The hessian should cover the full circumference of the root ball with bottom skirt hanging out. This skirt is pinned to the root ball later after the tree is taken out of the hole. The base of the root ball should also be properly wrapped. This hessian shall be kept moist throughout the time of uplifting until the uplifted tree is transplanted in its new location
 - Tree lifting operations shall be carefully timed so as to enable direct delivery to the receptor site. No transplanting operations should commence until the receptor site is fully prepared.
 - Tree uplifted must be transplanted and watered the same day. Watering before lifting is recommended. Lifting and handling of root-balled trees
 - The root ball should be properly wrapped before lifting. Lifting should be done by direct lift, with padded protection for the tree, using a machine of appropriate capacity connected to the support around the root ball, not to any other part of the tree. Tree should not be lifted by the trunk as this can cause serious trunk injury, but by its root ball which should be properly prepared and wrapped.
- The tree must be lifted carefully using a crane onto a truck. The tree bark must be protected with hessian and the ropes must not be able to slip and ringbark the stem of the tree.
- The tree must be transported to the new site following proper traffic rules and regulations. Warning signs etc. must be used when required.
- The branches must be tied with hessian or shade netting and if need be with ropes to keep branches on the truck to avoid damaging other vehicles.

Tree Relocation Requirements at the receiving site

- The following receiving site dimensions are applicable for the various transplant root ball sizes:

ITEM	Root Ball Size	Receiving Site Dimensions (Length X Width X Depth)
1.1	Tree Trunk - Equal or smaller than 50cm circumference measured at a height of 1m above ground level	75cm x 75cm x 75cm
1.2	175cm root ball circumference Tree Trunk - From 51cm to 100cm circumference measured at a height of 1m above ground level	80cm x 80cm x 100cm
1.3	Tree Trunk - From 101cm to 150cm circumference measured at a height of 1m above ground level	100 cm x 100cm X 100cm
1.4.	Tree Trunk - From 151cm to 200cm circumference measured at a height of 1m above ground level	125cm x 125cm X 125 cm

1.5	Tree Trunk - from 201cm+ circumference measured at a height of 1m above ground level	150cm x 150cm x 150 cm
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- The excavated soil shall be cleared of all rocks and debris and mixed with a third of pure, fine grade bark compost.
- Placing and Orientation
 - The tree should be positioned in the same orientation as from where it was removed. (Mark north facing on the tree with marker before removal).
 - After placing the tree, fill with soil and bark mixture, firmed by hand and ensure that all possible air pockets around roots are filled with soil.
 - Form a basin/dam around the tree 75cm from trunk and 20cm deep.
 - Fill the basin with a bark mulch to prevent excessive drying of soil.
 - Water the tree immediately with 50 litres water.
 - Support or stake the tree if required by the Department.

Post Tree Relocation Site Requirements:

- Complete removal of all excess wood materials from the site within 24 hours.
- The contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses, or upon instruction by the relevant City of Tshwane official(s).
- Removal of all debris from the site and cleaning work areas.
- Watering and fertilizer application of transplanted trees
 - The contractor will be responsible to water and maintain the tree once a week for a period of three months (12 weeks) from day of planting or as otherwise requested by the CoT project manager.
 - The contractor is required to apply 250ml of 2:3:2 fertilizers around the tree after 4 weeks and again at week 10 during the three-month maintenance period.
- The contractor may load the branches or chip the branches mechanically.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site.

Occupational Health and Safety

- All work should proceed according to and comply with all Health and Safety requirements.
- When tree branches are removed the area around the drop zone should be cordoned off. Signage should be placed around the drop zone warning people not to enter.
- The work vehicles and vehicles loading the branches should be cordoned off.
- The cutting of branches in the tree should not be done at the same time as what the clean-up staff are removing the dropped branches.

- Ladders extended over 3 metres must be supported and or tied to the tree in case of emergency and it does not fall and injure anyone below.
- Chainsaws used high up when the operator needs to climb the tree must be supported
- All chainsaw operators must be issued and must at all time wear the personal protective clothing as prescribed; namely safety boots, foresters helmet and visor, prescribed hand gloves for chainsaw use, a trouser and jacket made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment, namely trouser and jacked, a hard hat, leather gloves.
- All ladders used must be in perfect working condition. Any damaged or broken ladders will not be allowed to be used on site.
- Ropes used to anchor or tie and lower branches may now be frayed or joined.
- Weather conditions should be taken into consideration on the day of the cutting operation as no tree pruning or climbing should be done on very windy days or during heavy rain.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of equipment	Minimum Amount
Chainsaw – petrol	3
Pruning saws	2
6m extension ladder	1
Crane truck to lift up to 10 000kg (can be hired) (must have valid licensing papers) or agreement with Crane Hire	1
Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with hose connection.	
7-ton flatbed truck (must have valid licensing papers)	1
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Ropes for anchoring the tree Ropes for climbing the tree. Ropes for lowering the branches	30 mm / 20 mm Natural fiber / low stretch/ abrasion resistant
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	15
Staff Required	Minimum Amount
Chainsaw operator (qualified with training certificate)	2
General workers	3
Supervisor – with OHS and First Aid Training Certificates	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

Pricing of the item

- The item is priced per tree to be relocated from one sight to another.
- The Unit price for after care must include care for the tree for 3 months after transplanting all services required namely: watering, weeding, pruning.
- The price is measured as per the circumference measured at a height of 1m above ground level.
- The unit price must include pruning, digging out, transporting and replanting.
- The smaller trees may be able to be lifted with a standard flatbed truck with a crane.
- The larger trees will need a crane for lifting and a truck for transporting and as these are expensive items to hire, if need be, the pricing needs to be done accordingly.
- The pricing must include transport, equipment, watering and maintenance process and labour.

Item	TREE RELOCATION	
	SERVICE/ SAP no.	Item Description
10.1	3026020	ARBORICULTURE TREE RELOCATION/TRANSPLANT >50cm
10.2	3026044	ARBORICULTURE TREE RELOCATION/TRANSPLANT 51-100CM
10.3	3026045	ARBORICULTURE TREE RELOCATION/TRANSPLANT 101-150CM
10.4	3026046	ARBORICULTURE TREE RELOCATION/TRANSPLANT 151-200CM
10.5	3026047	ARBORICULTURE TREE RELOCATION/TRANSPLANT 210+ CM
10.6		ARBORICULTURE TREE RELOCATION/TRANSPLANT after care

ITEM 11: TREE WATERING AND MAINTENANCE SERVICE

Description

This service will be required by Departments when trees have been planted and are required to be maintained to ensure that they do not die. The service includes the following actions:

- Ensure that the tree is still growing upright.
- Watering the tree.
- Removing water shoots
- Replacing broken stakes
- Clearing the water trough of weeds
- Balance the tree by pruning it when required.
- Keeping records of the maintenance services required.

Maintenance Procedure:

- As and when a Department requires a trees to be watered and maintained the contact person will contact the contractor for a site visit, if necessary.
- The number of trees per site or street will be communicated to the contractor for an official quote for the trees on the prices tendered.
- Once the contractor has been issued with the Purchase order then the watering and maintenance process may commence.
- Photos of dead or damaged trees must be submitted by the contractor to the Department.
- The service will be required every two weeks after a tree has been newly planted. After 6 months the Department can cut the watering to once a month.
- The service provider must inform the Department of their daily movements.
- During periods of heavy rain the service might be suspended or delayed till the ground is drier. This will depend on the Department and its operational needs.

Watering and Maintenance Requirements:

- Remove weeds within rim/dam of trees.
- Maintaining rim/dam around tree to prevent the water running away.
- Water a tree twice a month (every 14 days) with 50liters of water.
- Adding mulch around the tree, if required. The mulch is to be supplied by the CoT and can be collected from the Department.
- Remove shoots sprouting from the 1st meter above ground level of tree trunk.
- Pruning off torn, damaged and dead branches from the tree.
- Staking if required (Tree must continually be anchored with 2 x 3m anchors opposite of each other (bottom 1 metre of the tree stakes should be below ground level), and secured with 3 evenly spaced tree ties).

Post watering and maintenance Site Requirements:

- Complete removal of all cut materials from the site.
- Keep a log of the trees watered and maintained.

Occupational Health and Safety

- All work should proceed according to and comply with all Health and Safety requirements.
- The work vehicles and water trucks or trailers should be cordoned off if working on a main road.
- Drivers must have valid driver's licenses and all vehicles must have valid licenses.

- All staff must wear personal protective equipment, namely trouser and jacked, a hard hat, leather gloves.
- There must be a First Aid box available in the vehicle.
- The Contractor must have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ PERSONNEL REQUIRED PER TEAM FOR THIS ITEM	
Type of vehicles	Minimum Amount
Spades	12
Pruning shears/ lopping shears	2/ 2
Stakes/ rope/ tree ties	As required
Work in process/ Danger signage	1
Cones rubber – 450mm Red reflective	15
Personnel Required	Minimum Amount
General workers	3
Supervisor/Driver – Buddy Aid Training Certificate	1

VEHICLES REQUIRED FOR THIS ITEM	
Type	Amount
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1
Water tanker truck (8-ton truck or similar) with hose to water trees (must have valid licensing papers) or Water tanker mounted on a trailer with a booster pump (minimum 2000 litre tank) with a hose to water the tees. This is then pulled but an LDV or tractor on site. (must have valid licensing papers)	1
The Contractor shall at all times, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract. If the equipment breaks down, the Contractor shall be responsible to complete the work within the time period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

Pricing of the item

- The item is priced per tree to be watered.
- The replacement stakes is to be priced per stake (Wooden saligna dropper 2.4 metres Thickness – diameter 20 to 32 mm)
- The Unit price must include all services required namely: watering, weeding, pruning.
- This service can be required across all 7 Regions.
- The Minimum tree watering service will be 10 per suburb or municipal departmental site
- The pricing must include transport, equipment, watering and maintenance process and labour.

Item	TREE WATERING AND MAINTENANCE	
	SERVICE/ SAP no.	Item Description
11.1	3026021	ARBORICULTURE TREE WATERING/MAINTENANCE
11.2		ARBORICULTURE TREE REPLACE WOODEN TREE STAKES

2.2 Labour

In implementing the scope and activities of this project, the Contractor will be required to utilize local labour force as a form of commitment towards assisting the City of Tshwane to meet its job creation objectives when it comes to the Afforestation, planting of street trees.

This will be a requirement when trees are planted as CAPEX projects as in the various Wards. Through the COT Department and the Office of the Speaker and the Ward Councilors.

During any larger maintenance project, the Department may require the use of additional staff from the community especially during the mechanical Alien control. The Contractor will be responsible for the training of these staff member.

The tender is therefore issued with the objective to encourage and ensure participation of the local community members in the arboricultural services of their resident areas in accordance with the specifications.

The contractor will supply the Personal Protective clothing.

As a result, jobs created under this contract should be registered and reported under the Expanded Public Works Programme (EPWP).

2.3 Performance/ Compliance

All contractors are required to comply with the following:

- Should a contractor fail to supply and replace when necessary the specified safety clothing to his / her workers, it will be regarded as breaching of this contract. Contractors shall be stopped by Urban Forestry officials to commence any services. After a third warning letter, irrespective of time limit, the contract shall be terminated with immediate effect.

All contractors are required to comply with the following performance requirements:

- a) A Contractor fails to render the specified services,
- b) Poor workmanship.
- c) Not complying with specifications as stipulated.
- d) Fail to adhere to the Waste By-Laws.
- e) Fail to have a stump grinder/ wood chipper machines available at all times.
- f) Fail to hire machines when own machines are being serviced or repaired.
- g) Subcontracting of this tender shall be done in accordance with the Preferential Procurement Regulations of 2017.
- All work to be done according to item specifications.
- Service delivery will be required within 10 working days, days from the

- effective date of this tender.
- All work should commence within 7 days after the issuing of a purchase order, unless specified otherwise. (except Emergency tree removal).

The Municipality reserves the right to terminate this contract by giving three (3) months written notice to this effect if the contractor does not address the delivery issues.

2.4 COMPLIANCE TO LAWS AND REGULATIONS

All applicable laws and regulations must be adhered to by the bidder with reference to Alien Invasive species and Protected Tree Species.

NATIONAL LAWS

- National Environmental Management: Biodiversity Act (10/2004): Alien and Invasive Species Lists, 2014.
- The National Environmental Management Act 1998 (Act 107 of 1998) including the NEMA principles and GN 659 of 17 May 2002.
- National Forests Act of 1998 (Act no 84 of 1998) Section 15 (3) Protected Trees
- The Law on Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 1947 (Act 36 of 1947) - Regulations regarding fertilizers.
- The Occupational Health and Safety Act 1993 (Act 85 of 1993) GN 1179 of 28 August 1995.

2.5 MANDATORY DOCUMENT COMPLIANCE

The tenderers must compile a profile of evidence to be submitted pre item tendered for. Ensure that all documents are in the same order as the check list as provided per item. This document must be bound and the company logo/ signage must be in all the photos.

See Mandatory requirements under Tender Evaluation Stages.

Failure to supply the documents will lead to disqualification.

3. DELIVERABLES

- There will be a **COMPULSORY** briefing session to be held at Booyens Nursery to allow the bidders to see the site and/or ask technical and product specific questions. The site address is: Booyens Nursery, Theo Slabbert Street, Booyens.
- At the beginning of the effective date of the contract, the Contractor must have all the equipment vehicles and personnel, provided at its expense, all necessary equipment to perform all tasks required in the contract e.g. mechanical chipper (including fuel), stump grinder (including fuel), chainsaws, clearing saws, pole pruners (including chains and fuel), spades, picks, ropes, ladders, herbicide sprayers, garden hoses for watering of transplanted trees, vehicles and equipment required for transporting of trees and organic material.
- Proof that the vehicles, implements and equipment listed are comprehensively insured must be submitted within seven (7) days after the CoT appointment letter has been received.
- A certified copy of an unendorsed public drivers permits and license

of the driver(s) of the aforesaid vehicles; must be submitted when requested by the CoT.

- 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 in a good state of repair;
 - The vehicles, implements and equipment are comprehensively insured.
- Prospective tenderers shall negotiate with companies to hire stump grinder machines and mechanical wood chippers, while their machines are being serviced or repaired due to the high maintenance requirements of this equipment and service delivery may not be delayed for these services.
- All services provided under this contract shall be performed by competent, experienced workers in a good, professional manner taking any and all necessary precautions to ensure the safety of the City of Tshwane community. Each worker shall be outfitted with the appropriate tools and equipment to complete the job properly and safely, meeting all the applicable standards.
- The City of Tshwane shall have the right at any time to refuse or determine unacceptable work by the Contractor. The work shall be corrected within five (5) calendar days to the satisfaction of the City of Tshwane representative.

The following services must be delivered according to the specifications outlined.

- SECTION A – FELLING AND PRUNING TREES
 - Item 1 - Tree felling
 - Item 2 - Emergency tree felling
 - Item 3 - Mechanized Tree Stump Removal
 - Item 4 - Specialized tree pruning and shaping
 - Item 5 – Mechanized Chipper Service
 - Item 6- Control of Shot hole borer
- SECTION B – CONTROL OF ALIEN VEGETATION
 - Item 7 - Mechanical removal of alien plant species
 - Item 8 - Chemical Removal of Alien Plant Species
- SECTION C - AFFORESTATION AND TREE MAINTENANCE.
 - Item 9 - Afforestation (Tree Planting)
 - Item 9 - Tree Relocation of large trees (Transplant)
 - Item 10 - Tree Watering and Maintenance

4. STAGES OF EVALUATION

This bid will be evaluated in four evaluation stages namely:

- **Stage 1:** Administrative compliance
- **Stage 2:** Mandatory Requirements
- **Stage 3:** Functionality Criteria
- **Stage 4:** Preference Points System

4.1 ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

4.2 MANDATORY REQUIREMENTS

The tenderers must compile a profile of evidence to be submitted per item tendered for. Ensure that all documents are in the same order as the check list as provided per item. This document must be bound and the company logo/ signage must be in all the photos.

Failure to supply the documents will lead to disqualification. Bidders not complying with the evidence required will also be disqualified.

ITEM 1: Evidence Required for Tree Felling

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment	Chainsaw – petrol/ Pruning saws / 6m extension ladder. Photographic evidence required		
2	7-ton flatbed truck	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
4	Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
5	Chainsaw operators	Copies of training certificate - AGRISETA / SAQA Registered		
6	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid (As supplied by a registered service provider)		
7	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

ITEM 2: Evidence Required for Emergency tree felling

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment	Chainsaw – petrol/ 6m extension ladder. Photographic evidence required		
2	7-ton flatbed truck	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
4	Chainsaw operators	Copies of training certificate - AGRISETA / SAQA Registered		
5	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
6	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

ITEM 3: Evidence Required for Mechanized Stump removal

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
2	Stump grinder – Small portable	Photographs of the small stump grinder.		
3	Stump grinder – larger mechanical	Photographs of the large stump grinder		
4	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid (As supplied by a registered service provider)		
5	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

ITEM 4: Evidence Required for Specialized tree pruning and Shaping

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment	Chainsaw – petrol/ Pruning saws / 6m extension ladder. Photographic evidence required		
2	7-ton flatbed truck	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
4	Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
5	Chainsaw operators	Copies of training certificate - AGRISETA / SAQA Registered		
6	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
7	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

ITEM 5: Evidence Required for Mechanized Chipper Service

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Tipper truck - Truck must be specially adapted to accommodate chippings from the chipper	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
2	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
4	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

Evidence Required for ITEM 6: Control of Shot hole borer

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment	Chainsaw – petrol/ Pruning saws / 6m extension ladder. Photographic evidence required		
2	7-ton flatbed truck	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
4	Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
5	Chainsaw operators	Copies of training certificate - AGRISETA / SAQA Registered.		
6	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
7	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		
8	Shot hole borer	Photographic evidence required		
9	Shot hole borer treatment	Product label		

ITEM 7: Evidence Required for Mechanical removal of alien vegetation

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment	Chainsaw – petrol/ brush cutters. Photographic evidence required		
2	7-ton flatbed truck	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
4	Chainsaw operators	Copies of training certificate - AGRISETA / SAQA Registered		
5	Brush cutter operators	Copies of training certificate - AGRISETA / SAQA Registered		
6	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
7	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

ITEM 8: Evidence Required for Chemical Removal of Alien Plant species

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment	15-liter knapsack sprayers Photographic evidence required		
2	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	A Pest Control Operators (PCO) Certificate	A copy of a valid PCO certificate issued by the Department of Agriculture and registered for herbicide applications (weeds and or invader weeds) must be submitted		

	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
4	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
5	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

ITEM 9: Evidence Required for Afforestation (tree Planting)

	Description of tender returnable document	Evidence Required for ITEM 9: Afforestation (tree Planting)	Compliance	
			Yes	No
1	7-ton flatbed truck	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
2	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
3	Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with hose connection.	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
4	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
5	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		

ITEM 10: Evidence Required for Relocation of large trees (transplant)

	Description of tender returnable document	Evidence Required for ITEM 10: Relocation of large trees (transplant)	Compliance	
			Yes	No
1	Equipment	Chainsaw – petrol/ Pruning saws / 6m extension ladder. Photographic evidence required		
2	7-ton flatbed truck	Photographs and copies of the must have valid licensing papers must be submitted		
3	Light Delivery vehicle – 1-ton minimum	Photographs and copies of the must have valid licensing papers must be submitted		
4	Crane truck to lift up to 10 000kg (can be hired)	Photographs and copies of the must have valid licensing papers must be submitted or agreement with Crane Hire Company		
5	Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with hose connection.	Photographs and copies of the must have valid licensing papers must be submitted		

	Description of tender returnable document	Evidence Required for ITEM 10: Relocation of large trees (transplant)	Compliance	
			Yes	No
6	Chainsaw operators	Copies of training certificate - AGRISETA / SAQA Registered		
7	First Aid / buddy Aid Certificate	Copy of First Aid Certificate (minimum Level 1) or Buddy Aid. (As supplied by a registered service provider)		
8	Occupational Health and Safety	Copy of a supervisors Occupational Health and Safety Certificate. (As supplied by a registered service provider)		
9	Horticultural or Landscape Qualifications	Copies of SAQA registered or University registered qualification for the supervisor of the transplanting process.		

	Description of tender returnable document	Evidence Required for ITEM 11: Tree watering and maintenance	Compliance	
			Yes	No
1	Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with hose connection.	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		
2	Light Delivery vehicle – 1-ton minimum	Photographs of the vehicle and copies of the valid licensing papers or lease agreement must be submitted		

4.3 FUNCTIONALITY CRITERIA

The following functionality criteria will apply to this bid per Section. The Functionality will only be evaluated for the Section Tendered.

Bidders need to score a minimum score of 70 points and above in respect of the functionality criteria. A total of 100 points are allocated for functionality.

FUNCTIONALITY CRITERIA – SECTION A - FELLING AND PRUNING TREES				
BID EVALUATION CRITERIA	SUBCRITERIA	WEIGHT	SCALE	Highest POSSIBLE SCORE
Local Economic Participation (Proof in the form of a municipal water and lights invoice from the bidder's local government where business resides OR lease agreement)	Enterprise located elsewhere in the country	1	5	15
	Enterprise located in Gauteng	2		
	Enterprise located within COT Municipal area	3		
Prior Experience with relevance to	1 Reference letter	3	10	50

FUNCTIONALITY CRITERIA – SECTION A - FELLING AND PRUNING TREES				
BID EVALUATION CRITERIA	SUBCRITERIA	WEIGHT	SCALE	Highest POSSIBLE SCORE
Arboricultural Pruning and tree felling. Evidence: Provide signed reference letters on their company's letter head referring to the quality of work done.	2-3 reference letters	4		
	4-or more reference letters	5		
Professional Experience of the Project Manager (it can be the Director or Site Manager or Supervisor) Evidence: A portfolio of work experience and qualifications relating to Arboricultural experience.	2 years' experience or less	3	7	35
	Above 2 years but less than 4 years' experience	4		
	4 years' experience and above	5		
HIGHEST POSSIBLE SCORE				100

FUNCTIONALITY CRITERIA – SECTION B - CONTROL OF ALIEN VEGETATION				
BID EVALUATION CRITERIA	SUBCRITERIA	WEIGHT	SCALE	Highest POSSIBLE SCORE
Local Economic Participation (Proof in the form of a municipal water and lights invoice from the bidder's local government where business resides OR lease agreement)	Enterprise located elsewhere in the country	1	5	15
	Enterprise located in Gauteng	2		
	Enterprise located within COT Municipal area	3		
Prior Experience with relevance to Invader Control (Plants).	1 Reference letter	3	10	50
	2-3 reference letters	4		

FUNCTIONALITY CRITERIA – SECTION B - CONTROL OF ALIEN VEGETATION				
BID EVALUATION CRITERIA	SUBCRITERIA	WEIGHT	SCALE	Highest POSSIBLE SCORE
Evidence: Provide signed reference letters on their company's letter head referring to the quality of work done.	4-or more reference letters	5		
Professional Experience of the Project Manager (it can be the Director or Site Manager or Supervisor) Evidence: A portfolio of work experience and qualifications relating to Arboricultural experience.	2 years' experience or less	3	7	35
	Above 2 years but less than 4 years' experience	4		
	4 years' experience and above	5		
HIGHEST POSSIBLE SCORE				100

FUNCTIONALITY CRITERIA – SECTION C- AFFORESTATION AND TREE MAINTENANCE				
BID EVALUATION CRITERIA	SUBCRITERIA	WEIGHT	SCALE	Highest POSSIBLE SCORE
Local Economic Participation (Proof in the form of a municipal water and lights invoice from the bidder's local government where business resides OR lease agreement)	Enterprise located elsewhere in the country	1	5	15
	Enterprise located in Gauteng	2		
	Enterprise located within COT Municipal area	3		
Prior Experience with relevance to Tree planting and Transplanting. Evidence: Provide signed reference letters on their	1 Reference letter	3	10	50
	2-3 reference letters	4		
	4-or more reference letters	5		

FUNCTIONALITY CRITERIA – SECTION C- AFFORESTATION AND TREE MAINTENANCE				
BID EVALUATION CRITERIA	SUBCRITERIA	WEIGHT	SCALE	Highest POSSIBLE SCORE
company's letter head referring to the quality of work done.				
Professional Experience of the Project Manager (it can be the Director or Site Manager or Supervisor) Evidence: A portfolio of work experience and qualifications relating to Arboricultural experience.	2 years' experience or less	3	7	35
	Above 2 years but less than 4 years' experience	4		
	4 years' experience and above	5		
HIGHEST POSSIBLE SCORE				100

4.4 PREFERENCE POINTS SYSTEM

The preferential points to be used will be the 80/20 system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

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

5 PRICING SCHEDULE

Bidders must note that this is a rate based tender and therefore will be appointed according to the rate of one item as the Unit price.

- All items and sub items per section must be tendered for the bidder to qualify for the section.

The City of Tshwane reserve the right award to more than one service provider. Either per item or section or the whole tender. Department must advise.

All pricing summaries must be completed fully.

- Services must take place within 5 working days of receiving the purchase order (except for Emergency Tree removal).

- Invoices can only be submitted once the services have been rendered and the evidence has been verified.

SECTION A – FELLING AND PRUNING TREES

		Region 1,2,3	Region 4,5,6,7
Item 1	Tree felling	Pricing per item	Pricing per item
Item 2	Emergency tree felling		
Item 3	Mechanized Tree Stump Removal		
Item 4	Specialized tree pruning and shaping		
Item 5	Mechanized Chipper Service		
Item 6	Control of Shot hole borer		

ITEM 1	TREE FELLING - (Circumference Measured 1m from ground level)		Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
1.1	3023980	ARBORICULTURE TREE REMOVE 5-30CM	per unit	
1.2	3023981	ARBORICULTURE TREE REMOVE 30.1-60CM	per unit	
1.3	3023982	ARBORICULTURE TREE REMOVE 60.1-90CM	per unit	
1.4	3023983	ARBORICULTURE TREE REMOVE 90.1-120CM	per unit	
1,5	3023984	ARBORICULTURE TREE REMOVE 120.1-150CM	per unit	
1,6	3023985	ARBORICULTURE TREE REMOVE 150.1-180CM	per unit	
1,7	3023986	ARBORICULTURE TREE REMOVE 180CM>	per unit	
1.8		ARBORICULTURE TREE REMOVE Cherry picker per day	Per hour	
1.9		ARBORICULTURE TREE REMOVE Crane truck per day	Per hour	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 1	TREE FELLING - (Circumference Measured 1m from ground level)		Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
1.1	3023980	ARBORICULTURE TREE REMOVE 5-30CM	per unit	
1.2	3023981	ARBORICULTURE TREE REMOVE 30.1-60CM	per unit	
1.3	3023982	ARBORICULTURE TREE REMOVE 60.1-90CM	per unit	
1.4	3023983	ARBORICULTURE TREE REMOVE 90.1-120CM	per unit	
1,5	3023984	ARBORICULTURE TREE REMOVE 120.1-150CM	per unit	
1,6	3023985	ARBORICULTURE TREE REMOVE 150.1-180CM	per unit	
1,7	3023986	ARBORICULTURE TREE REMOVE 180CM>	per unit	

ITEM 1	TREE FELLING - (Circumference Measured 1m from ground level)		Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
1.8		ARBORICULTURE TREE REMOVE Cherry picker per day	Per hour	
1.9		ARBORICULTURE TREE REMOVE Crane truck per day	Per hour	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 2		EMERGENCY TREE FELLING - (Circumference Measured 1m from ground level)	Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
2.1	3026036	ARBORICULTURE TREE REMOVE EMER 5-30CM	per unit	
2.2	3023987	ARBORICULTURE TREE REMOVE EMER 30-60CM	per unit	
2.3	3023988	ARBORICULTURE TREE REMOVE EMER 60.1-90CM	per unit	
2.4	3023989	ARBORICULTURE TREE REMOVE EMER 90-120CM	per unit	
2.5	3023990	ARBORICULTURE TREE REMOVE EMER 120-150CM	per unit	
2.6	3026037	ARBORICULTURE TREE REMOVE EMER 150-180CM	per unit	
2.7	3026038	ARBORICULTURE TREE REMOVE EMER 180CM>	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 2		EMERGENCY TREE FELLING - (Circumference Measured 1m from ground level)	Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
2.1	3026036	ARBORICULTURE TREE REMOVE EMER 5-30CM	per unit	
2.2	3023987	ARBORICULTURE TREE REMOVE EMER 30-60CM	per unit	
2.3	3023988	ARBORICULTURE TREE REMOVE EMER 60.1-90CM	per unit	

2.4	3023989	ARBORICULTURE TREE REMOVE EMER 90-120CM	per unit	
2.5	3023990	ARBORICULTURE TREE REMOVE EMER 120-150CM	per unit	
2.6	3026037	ARBORICULTURE TREE REMOVE EMER 150-180CM	per unit	
2.7	3026038	ARBORICULTURE TREE REMOVE EMER 180CM>	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 3		STUMP REMOVAL measured as per diameter	Price for Region 1,2,3	
Tender item	SERVICE/SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
3.1	3023991	ARBORICULTURE STUMP REMOVE 5-30CM (Ø)	per unit	
3.2	3023992	ARBORICULTURE STUMP REMOVE 30.1-60CM (Ø)	per unit	
3.3	3023993	ARBORICULTURE STUMP REMOVE 60.1-90CM(Ø)	per unit	
3.4	3023994	ARBORICULTURE STUMP REMOVE 90.1-120CM (Ø)	per unit	
3.5	3023995	ARBORICULTURE STUMP REMOVE 120.1-150CM (Ø)	per unit	
3.6	3023996	ARBORICULTURE STUMP REMOVE 150.1-180CM (Ø)	per unit	
3.7	3023997	ARBORICULTURE STUMP REMOVE 180.1CM> (Ø)	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 3		STUMP REMOVAL measured as per diameter	Price for Region 4,5,6,7	
Tender item	SERVICE/SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
3.1	3023991	ARBORICULTURE STUMP REMOVE 5-30CM (Ø)	per unit	
3.2	3023992	ARBORICULTURE STUMP REMOVE 30.1-60CM (Ø)	per unit	
3.3	3023993	ARBORICULTURE STUMP REMOVE 60.1-90CM(Ø)	per unit	
3.4	3023994	ARBORICULTURE STUMP REMOVE 90.1-120CM (Ø)	per unit	
3.5	3023995	ARBORICULTURE STUMP REMOVE 120.1-150CM (Ø)	per unit	
3.6	3023996	ARBORICULTURE STUMP REMOVE 150.1-180CM (Ø)	per unit	

3.7	3023997	ARBORICULTURE STUMP REMOVE 180.1CM> (Ø)	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 4		SPECIALISED TREE PRUNING AND SHAPING - (Canopy diameter)	Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
4.1	3023998	ARBORICULTURE TREE PRUNE SHAPE 0-5M CANOPY DIAMETER	per unit	
4.2	3023999	ARBORICULTURE TREE PRUNE SHAPE 5.1-10M CANOPY DIAMETER	per unit	
4.3	3024000	ARBORICULTURE TREE PRUNE SHAPE 10.1-15M CANOPY DIAMETER	per unit	
4.4	3024001	ARBORICULTURE TREE PRUNE SHAPE 15.1-20M CANOPY DIAMETER	per unit	
4.5	3024002	ARBORICULTURE TREE PRUNE SHAPE 20.1-25M CANOPY DIAMETER	per unit	
4.6	3024003	ARBORICULTURE TREE PRUNE SHAPE 25.1-30M CANOPY DIAMETER	per unit	
4.7	3024004	ARBORICULTURE TREE PRUNE SHAPE 30M> CANOPY DIAMETER	per unit	
4.8		ARBORICULTURE TREE REMOVE Cherry picker per day	per hour	
4.9		ARBORICULTURE TREE REMOVE Crane truck per day	per hour	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 4		SPECIALISED TREE PRUNING AND SHAPING - (Canopy diameter)	Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
4.1	3023998	ARBORICULTURE TREE PRUNE SHAPE 0-5M CANOPY DIAMETER	per unit	
4.2	3023999	ARBORICULTURE TREE PRUNE SHAPE 5.1-10M CANOPY DIAMETER	per unit	
4.3	3024000	ARBORICULTURE TREE PRUNE SHAPE 10.1-15M CANOPY DIAMETER	per unit	
4.4	3024001	ARBORICULTURE TREE PRUNE SHAPE 15.1-20M CANOPY DIAMETER	per unit	

4.5	3024002	ARBORICULTURE TREE PRUNE SHAPE 20.1-25M CANOPY DIAMETER	per unit	
4.6	3024003	ARBORICULTURE TREE PRUNE SHAPE 25.1-30M CANOPY DIAMETER	per unit	
4.7	3024004	ARBORICULTURE TREE PRUNE SHAPE 30M> CANOPY DIAMETER	per unit	
4.8		ARBORICULTURE TREE REMOVE Cherry picker per day	per hour	
4.9		ARBORICULTURE TREE REMOVE Crane truck per day	per hour	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 5		MECHANISED CHIPPER SERVICES: UNIT PER DAY	Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
5.1	3026017	ARBORICULTURE MECHANISED CHIPPER SERVICE	per hour	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 5		MECHANISED CHIPPER SERVICES: UNIT PER DAY	Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
5.1	3026017	ARBORICULTURE MECHANISED CHIPPER SERVICE	Per hour	
		TOTAL PRICE (VAT EXCLUSIVE).		

Item 6		Shot Hole Borer Treatment - (Circumference Measured 1m from ground level)	Price for Region 1,2,3	
Item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
6.1		ARBORICULTURE TREE SHOT HOLE STEM SIZE 5 CM -30CM	per unit	
6.2		ARBORICULTURE TREE SHOT HOLE STEM SIZE 30 CM -60CM	per unit	
6.3		ARBORICULTURE TREE SHOT HOLE STEM SIZE 60.1 CM -90CM	per unit	

6.4		ARBORICULTURE TREE SHOT HOLE STEM SIZE 90 CM -120CM	per unit	
6.5		ARBORICULTURE TREE SHOT HOLE STEM SIZE 120 CM -150CM	per unit	
6.6		ARBORICULTURE TREE SHOT HOLE STEM SIZE 150 CM -180CM	per unit	
6.7		ARBORICULTURE TREE SHOT HOLE STEM SIZE 180CM>	per unit	
6.8		ARBORICULTURE TREE SHOT HOLE CHERRY PICKER PER DAY	per hour	
6.9		ARBORICULTURE TREE SHOT HOLE CRANE TRUCK PER DAY	per hour	
6.10		ARBORICULTURE TREE SHOT HOLE CHEMICAL TREATMENT STEM DIAMETER 5- 30CM	per unit	
6.11		ARBORICULTURE TREE SHOT HOLE CHEMICAL TREATMENT STEM DIAMETER 31 - 100CM	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

Item 6		Shot Hole Borer Treatment - (Circumference Measured 1m from ground level)	Price for Region 4,5,6,7	
Item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
6.1		ARBORICULTURE TREE SHOT HOLE STEM SIZE 5 CM -30CM	per unit	
6.2		ARBORICULTURE TREE SHOT HOLE STEM SIZE 30 CM -60CM	per unit	
6.3		ARBORICULTURE TREE SHOT HOLE STEM SIZE 60.1 CM -90CM	per unit	
6.4		ARBORICULTURE TREE SHOT HOLE STEM SIZE 90 CM -120CM	per unit	
6.5		ARBORICULTURE TREE SHOT HOLE STEM SIZE 120 CM -150CM	per unit	
6.6		ARBORICULTURE TREE SHOT HOLE STEM SIZE 150 CM -180CM	per unit	
6.7		ARBORICULTURE TREE SHOT HOLE STEM SIZE 180CM>	per unit	
6.8		ARBORICULTURE TREE SHOT HOLE CHERRY PICKER PER DAY	per unit	

6.9		ARBORICULTURE TREE SHOT HOLE CRANE TRUCK PER DAY	per unit	
6.10		ARBORICULTURE TREE SHOT HOLE CHEMICAL TREATMENT STEM DIAMETER 5- 30CM	per unit	
6.11		ARBORICULTURE TREE SHOT HOLE CHEMICAL TREATMENT STEM DIAMETER 31 - 100CM	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

SECTION A – FELLING AND PRUNING TREES - PRICING SUMMARY

	TOTAL for Region 1,2,3	
Item 1 - Tree felling	Total Vat Ex	
Item 2 - Emergency tree felling	Total Vat Ex	
Item 3 - Mechanized Tree Stump Removal	Total Vat Ex	
Item 4 - Specialized tree pruning and shaping	Total Vat Ex	
Item 5 – Mechanized Chipper Service	Total Vat Ex	
Item 6- Control of Shot hole borer	Total Vat Ex	
	TOTAL PRICE (VAT EXCLUSIVE).	
	VAT	
	TOTAL PRICE	

	TOTAL for Region 4,5,6,7	
Item 1 - Tree felling	Total Vat Ex	
Item 2 - Emergency tree felling	Total Vat Ex	
Item 3 - Mechanized Tree Stump Removal	Total Vat Ex	
Item 4 - Specialized tree pruning and shaping	Total Vat Ex	
Item 5 – Mechanized Chipper Service	Total Vat Ex	
Item 6- Control of Shot hole borer	Total Vat Ex	
	TOTAL PRICE (VAT EXCLUSIVE).	
	VAT	
	TOTAL PRICE	

SECTION B – CONTROL OF ALIEN VEGETATION

		Region 1,2,3	Region 4,5,6,7
Item 7	Mechanical removal of alien plant species	Pricing per item	Pricing per item

Item 8	Chemical Removal of Alien Plant Species		
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ITEM 7		MECHANICAL CONTROL OF ALIEN PLANT	Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
7.1	3024005	ARBORICULTURE CTRL MECH GRASS m ²	per unit	
7.2	3024006	ARBORICULTURE CTRL MECH AQUATIC m ²	per unit	
7.3	3024007	ARBORICULTURE CTRL MECH SHRUB BUSH m ²	per unit	
7.4	3024008	ARBORICULTURE CTRL MECH CLIMBER m ²	per unit	
7.5	3024009	ARBORICULTURE CTRL MECH REEDS m ²	per unit	
7.6	3026039	ARBORICULTURE CTRL MECH ENCROACHMENT m ²	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 7		MECHANICAL CONTROL OF ALIEN PLANT	Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
7.1	3024005	ARBORICULTURE CTRL MECH GRASS m ²	per unit	
7.2	3024006	ARBORICULTURE CTRL MECH AQUATIC m ²	per unit	
7.3	3024007	ARBORICULTURE CTRL MECH SHRUB BUSH m ²	per unit	
7.4	3024008	ARBORICULTURE CTRL MECH CLIMBER m ²	per unit	
7.5	3024009	ARBORICULTURE CTRL MECH REEDS m ²	per unit	
7.6	3026039	ARBORICULTURE CTRL MECH ENCROACHMENT m ²	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 8		CHEMICAL CONTROL ALIEN PLANT	Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
8.1	3024010	ARBORICULTURE CTRL CHEM GRASS REED m ²	per unit	
8.2	3024011	ARBORICULTURE CTRL CHEM AQUATIC m ²	per unit	
8.3	3024012	ARBORICULTURE CTRL CHEM PLANT CLIMBER m ²	per unit	

8.4	3024013	ARBORICULTURE CTRL CHEM SHRUB m ²	per unit	
8.5	3024014	ARBORICULTURE CTRL CHEM STUMP TREE 5CM> m ²	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 8		CHEMICAL CONTROL ALIEN PLANT	Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
8.1	3024010	ARBORICULTURE CTRL CHEM GRASS REED m ²	per unit	
8.2	3024011	ARBORICULTURE CTRL CHEM AQUATIC m ²	per unit	
8.3	3024012	ARBORICULTURE CTRL CHEM PLANT CLIMBER m ²	per unit	
8.4	3024013	ARBORICULTURE CTRL CHEM SHRUB m ²	per unit	
8.5	3024014	ARBORICULTURE CTRL CHEM STUMP TREE 5CM> m ²	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

SECTION B – CONTROL OF ALIEN VEGETATION – PRICING SUMMARY

Tender Item	TOTAL for Region 1,2,3	
Item 7 - Mechanical removal of alien plant species	Total Vat Ex	
Item 8 - Chemical Removal of Alien Plant Species	Total Vat Ex	
	TOTAL PRICE (VAT EXCLUSIVE).	
	VAT	
	TOTAL PRICE	

Tender Item	TOTAL for Region 4,5,6,7	
Item 7 - Mechanical removal of alien plant species	Total Vat Ex	
Item 8 - Chemical Removal of Alien Plant Species	Total Vat Ex	
	TOTAL PRICE (VAT EXCLUSIVE).	
	VAT	
	TOTAL PRICE	

SECTION C - AFFORESTATION AND TREE MAINTENANCE.

		Region 1,2,3	Region 4,5,6,7
Item 9	Afforestation (Tree Planting)	Pricing per item	Pricing per item
Item 10	Relocation of large trees (Transplant)		
Item 11	Tree Watering and Maintenance		

ITEM 9	AFORESTATION - TREE PLANTED BY CONTRACTOR		Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
9.1	3026022	ARBORICULTURE AFORESTATION/TREE PLANTING 50L	per unit	
9.2	3026041	ARBORICULTURE AFST/TREE PLANTING 100L	per unit	
9.3	3026042	ARBORICULTURE AFST/TREE PLANTING 200L	per unit	
9.4	3026018	ARBORICULTURE AFORESTATION TREE PROVIDED 20L	per unit	
9.5	3026043	ARBORICULTURE AFST TREE PROVIDED 50L	per unit	
9.6		ARBORICULTURE AFST TREE PROVIDED 100L	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 9	AFORESTATION - TREE PLANTED BY CONTRACTOR		Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
9.1	3026022	ARBORICULTURE AFORESTATION/TREE PLANTING 50L	per unit	
9.2	3026041	ARBORICULTURE AFST/TREE PLANTING 100L	per unit	
9.3	3026042	ARBORICULTURE AFST/TREE PLANTING 200L	per unit	
9.4	3026018	ARBORICULTURE AFORESTATION TREE PROVIDED 20L	per unit	
9.5	3026043	ARBORICULTURE AFST TREE PROVIDED 50L	per unit	
9.6		ARBORICULTURE AFST TREE PROVIDED 100L	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 10	TREE RELOCATION - circumference measured at a height of 1m above ground level		Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex

10.1	3026020	ARBORICULTURE TREE RELOCATION/TRANSPLANT >50cm	per unit	
10.2	3026044	ARBORICULTURE TREE REL/TX 51-100CM	per unit	
10.3	3026045	ARBORICULTURE TREE REL/TX 101-150CM	per unit	
10.4	3026046	ARBORICULTURE TREE REL/TX 151-200CM	per unit	
10.5	3026047	ARBORICULTURE TREE REL/TX 210+ CM	per unit	
10.6		ARBORICULTURE TREE RELOCATION/TRANSPLANT after care	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

ITEM 10	TREE RELOCATION - circumference measured at a height of 1m above ground level		Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
10.1	3026020	ARBORICULTURE TREE RELOCATION/TRANSPLANT >50cm	per unit	
10.2	3026044	ARBORICULTURE TREE REL/TX 51-100CM	per unit	
10.3	3026045	ARBORICULTURE TREE REL/TX 101-150CM	per unit	
10.4	3026046	ARBORICULTURE TREE REL/TX 151-200CM	per unit	
10.5	3026047	ARBORICULTURE TREE REL/TX 210+ CM	per unit	
10.6		ARBORICULTURE TREE RELOCATION/TRANSPLANT after care	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

a	TREE WATERING AND MAINTENANCE		Price for Region 1,2,3	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
11.1	3026021	ARBORICULTURE TREE WATERING/MAINTENANCE	per unit	
11.2		ARBORICULTURE TREE REPLACE WOODEN TREE STAKES	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

a	TREE WATERING AND MAINTENANCE		Price for Region 4,5,6,7	
Tender item	SERVICE/ SAP no.	Item Description	Unit of measure	Unit Price Vat Ex
11.1	3026021	ARBORICULTURE TREE WATERING/MAINTENANCE	Per tree	

11.2		ARBORICULTURE TREE REPLACE WOODEN TREE STAKES	per unit	
		TOTAL PRICE (VAT EXCLUSIVE).		

SECTION C - AFFORESTATION AND TREE MAINTENANCE – PRICING Summary

Tender Item	TOTAL for Region 1,2,3	
Item 9 - Afforestation (Tree Planting)	Total Vat Ex	
Item 10 - Relocation of large trees (Transplant)	Total Vat Ex	
Item 11 - Tree Watering and Maintenance	Total Vat Ex	
	TOTAL PRICE (VAT EXCLUSIVE).	
	VAT	
	TOTAL PRICE	

Tender Item	TOTAL for Region 4,5,6,7	
Item 9 - Afforestation (Tree Planting)	Total Vat Ex	
Item 10 - Relocation of large trees (Transplant)	Total Vat Ex	
Item 11 - Tree Watering and Maintenance	Total Vat Ex	
	TOTAL PRICE (VAT EXCLUSIVE).	
	VAT	
	TOTAL PRICE	

6. TYPE OF AGREEMENT REQUIRED

A Service Level Agreement to be required after the appointment.

7. VALIDITY PERIOD

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

8. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified on the basis of being non-responsive. If they confirm that they 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 further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	EAM 13-2021/22	CLOSING DATE:	1 December 2021	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE IMPLEMENTATION OF A VARIETY OF SPECIALISED ARBORICULTURE SERVICES IN ALL SEVEN REGIONS 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*)

Procurement Advice Centre at the entrance of C de Wet Centre					
Supply Chain Management					
175 Es'kia Mphahlele Drive					
Pretoria West					
GPS coordinates: 25.750151°S, 28.173666°E					
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	CONTACT PERSON	Shane Paul
CONTACT PERSON	Khodani Mudziwa	TELEPHONE NUMBER	012 358 6090
TELEPHONE NUMBER	012 358 8029	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	shanep@tshwane.gov.za
EMAIL ADDRESS	khodanim@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)
----------	----------	-------------	--

- 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)
----------	----------	-------------	--

- 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, shareholder²)
 - 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

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 not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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 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);
- (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 **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **EAM 13-2021/22** 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 fulfilment 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	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? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes <input type="checkbox"/>	No <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: **EAM 13-2021/22**

TENDER FOR THE IMPLEMENTATION OF A VARIETY OF SPECIALISED ARBORICULTURE SERVICES IN ALL SEVEN REGIONS 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Bidder

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: <ul style="list-style-type: none"> (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	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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.

Js General Conditions of Contract (revised July 2010)

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

Registration number: _____

Doc2 Version 1 3 March 2017

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 Ms Mmaseabata Mutlaneng in his/her capacity as 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

Registration number: _____

Herein represented by _____ in his/her capacity as _____ is 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/her signature hereto warrants that he/she is properly authorised to sign this agreement.

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

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ANNEXURE A: BOARD RESOLUTION

ANNEXURE B: SCOPE OF WORK AND DELIVERABLES

ANNEXURE C: PAYMENT TERMS

RECORDAL:

WHEREAS the City requires various services to be provided or carried out and delivered at the service areas;

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 if the context requires otherwise, the following words and expressions, when used in this agreement, including in this introduction, shall bear the following meanings ascribed to them:

- 1.1 **“Agreement”** means this service-level agreement and shall include any annexures, schedules, attachments, appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business day”** means any day from Monday to Friday, excluding public holidays, as defined in the Public Holidays Act, 1994 (Act 36 of 1994), as amended from time to time;
- 1.3 **“Business week”** means five consecutive business days, excluding public holidays as defined in the Public Holidays Act, 1994;
- 1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);
- 1.5 **“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 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract price”** means the amount reflected as the contract price in Clause 9 below;
- 1.7 **“Contract period”** means the contract period as reflected in Clause 6 below;
- 1.8 **“Effective date”**, notwithstanding the signature date, means _____;
- 1.9 **“Intellectual property”** means patents, designs, know-how, copyright, trademarks and all rights having an 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 licenced to either party before 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;

- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means the City of Tshwane and the service provider and “party” means either of these, as the context requires;
- 1.12 **“Services”** means services to be provided by the service provider to the City as detailed in Clause 8 below;
- 1.13 **“Service provider”** means _____, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number: _____;
- 1.14 **“Signature date”** means the date of signature of this agreement by the party signing last;
- 1.15 **“Subcontract”** means any contract, 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;
- 1.16 **“Subcontractor”** means the third party with whom the service provider enters into a subcontract;
- 1.17 **“Tax invoice”** means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;
- 1.18 **“VAT”** means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

2. INTERPRETATION

- 2.1 Headings and subheadings are inserted for information purposes only and shall not be used in the interpretation of this agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word that connotes –
 - 2.2.1 any singular shall be deemed to include a reference to the plural and *vice versa*;
 - 2.2.2 any one gender shall be deemed to include a reference to any other gender; and
 - 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

- 2.3 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.
- 2.4 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.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 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.
- 2.7 If any provision in a definition is a substantive provision that confers 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.

3. 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.

4. PURPOSE OF THE AGREEMENT

- 4.1 The purpose of this agreement is to –
- 4.1.1 formalise and regulate the working relationship between the parties;
 - 4.1.2 set out the roles and responsibilities of the parties; and
 - 4.1.3 define process and procedures to be followed by the parties.

5. 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. 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.

6. DURATION

This agreement shall commence on the effective date and shall subsist for _____ years, unless terminated earlier, pursuant to Clause 32 below.

7. CONTACT PERSON

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 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.
- 7.4 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.
- 7.5 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 handover and overlap takes place, at its cost, between the new and the incumbent contact person.

8. SCOPE OF GENERAL SERVICES

The service provider shall, for the duration of this agreement, provide the services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

9. PRICE AND PAYMENT

- 9.1 The City shall pay to the service provider the contract price in the sum of R_____ (_____ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon 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.
- 9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

- 9.4 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 no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 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.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 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 as follows:
- Bank: _____
Account type: _____
Account number: _____
Branch number: _____
- 9.10 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.

10. PRICE RESTRUCTURING

- 10.1 The service provider shall be subject to a price review every year.
- 10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the service provider's contract price against the prevailing market rates.
- 10.3 In the event that it emerges that the service provider's charges regarding the contract price and other charges under this agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the services acquired hereunder from the service provider, the City shall have the right to notify the service provider of such total delivered cost and the service provider shall have an opportunity to adjust the contract price and any other charges hereunder, on

such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

10.4 If the service provider fails to do so or cannot legally do so, the City may –

10.4.1 acquire the services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the service provider hereunder shall be reduced accordingly;

10.4.2 terminate this agreement without any penalty, liability or further obligation; or

10.4.3 continue under this agreement.

10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the service provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11. SERVICE LEVELS

11.1 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* –

11.1.1 capacity allocations in accordance with the service to be provided; and

11.1.2 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.

11.2 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 the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.

11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

12. 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 32 below.

13. PENALTY

- 13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –
 - 13.1.1 exercise its rights in terms of Clause 31 below; or
 - 13.1.2 impose a penalty on the service provider.
- 13.2 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.
- 13.3 Should the City choose 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.
- 13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, 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, to impose a penalty, which penalty shall be a deduction of 10% of the monthly contract price for the contract period. 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 9 above.
- 13.5 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 with Clause 33 below.

14. ACCESS

- 14.1 The City shall allow the service provider reasonable access to its premises, provided that –
 - 14.1.1 access is related to the services to be provided by the service provider; and
 - 14.1.2 the service provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 14.2 The service provider is required to notify the City every month of employees who are to provide services at the service areas and/or delivery areas.
- 14.3 The City shall grant the service provider and/or its employees, referred in Clause 14.2 above, access to its premises to perform its obligations in terms of this agreement.
- 14.4 The service provider and its employees shall at all times, 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.

15. ORDERS OF GOODS

- 15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").
- 15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.
- 15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

16. DELIVERY OF GOODS

- 16.1 The service provider shall deliver the goods on the delivery date.
- 16.2 Should the service provider be unable to deliver the goods on the delivery date, the service provider shall inform the City of its inability to deliver the goods, the reason therefor, and shall provide the City with a reasonable alternative delivery date, which, in any event, shall not be more than 14 (fourteen) days from the original delivery date.
- 16.3 In the event that the service provider is unable to deliver the goods on the delivery date 3 (three) times in a period of 6 (six) months, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.
- 16.4 Upon delivery of the goods by the service provider, the City's contact person shall sign the delivery document provided by the service provider as acknowledgement of receipt of the goods. Such acknowledgement of receipt shall not constitute an acceptance –
 - 16.4.1 that the goods were received in good condition;
 - 16.4.2 that the goods were free of any defects;
 - 16.4.3 that the goods were fit for the purpose for which they were purchased; and/or
 - 16.4.4 of any terms and conditions of the delivery document.
- 16.5 In the event that the City notifies the service provider, within 5 (five) business days, that the goods delivered are not in accordance with the order, the City shall be entitled to return the goods to the service provider at the service provider's cost and the service provider shall deliver the replacement goods ordered within 5 (five) business days of taking delivery of the defective goods.

17. DEFECTIVE GOODS OR LATENT PRODUCTS

- 17.1 The service provider shall verify whether the goods received are in order and without any defects.
- 17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").
- 17.3 Upon receipt of the Notice of Defect, the service provider shall immediately deliver replacement goods to the City within 14 (fourteen) business days of receiving the Notice of Defect, referred to in Clause 17.2 above, and replace the defective goods.
- 17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.
- 17.5 The service provider shall be responsible for the replacement amount of any parts of the goods that are to be replaced in terms of this agreement.

18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the goods or change the delivery area and delivery date on 14 (fourteen) days' written notice to the service provider.

19. INSPECTION

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 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.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, 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 31 below.
 - 19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –
 - 19.4.1.1 provide the City with such information as it may reasonably require;
 - 19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals,

procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; or

- 19.4.1.3 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.

19.5 Service provider to provide reasonable assistance

19.5.1 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.

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, 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.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 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.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 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.

20. MAINTENANCE AND SUPPORT

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

21. TRAINING

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service warranties

22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –

- 22.1.1.1 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;
- 22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;
- 22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- 22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;
- 22.1.1.5 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;
- 22.1.1.6 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;
- 22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;
- 22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;
- 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
- 22.1.1.10 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 skills and knowledge required;
- 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;
- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;

- 22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support;
- 22.1.1.14 it will ensure that all applicable laws are observed;
- 22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the goods; and
- 22.1.1.16 it guarantees that the goods shall be in good working condition for the warranty and/or maintenance period of the goods, and that the service provider shall be responsible for the costs of repair of the goods should the goods require to be repaired to their normal use.

22.2 Indemnity

22.2.1 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 or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no 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. The City 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. This is 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.

23. SERVICE PROVIDER'S PERSONNEL

23.1 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 employee's employment with the service provider.

23.2 Character of employees

23.2.1 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, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

23.3 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.

24. STATUTORY AND EMPLOYMENT ISSUES

24.1 The service provider shall comply with all employment legislation

24.1.1 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, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 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 result thereof.

24.2 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.

24.3 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 (Act 85 of 1993)

and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

25. SUBCONTRACTING

- 25.1 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 consent of the City.
- 25.2 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.
- 25.3 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.
- 25.4 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, –
 - 25.4.1 the service provider shall ensure that the subcontractor's BBBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;
 - 25.4.2 such subcontracting shall not absolve the service provider from the responsibility of 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;
 - 25.4.3 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
 - 25.4.4 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.

26. CONFIDENTIALITY

- 26.1 The service provider acknowledges that all information relating to the City's 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, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and 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.

- 26.2 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.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
- 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
- 26.3.2 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
- 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

27. INTELLECTUAL PROPERTY RIGHTS

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor 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.
- 27.5 In the event the City becomes aware of any such infringement, the contractor 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 contractor of such claim and the contractor controls the defence thereof. The contractor 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.
- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –

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

27.7.2 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;

27.7.3 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

27.7.4 withdraw the subject of infringement.

28. FORCE MAJEURE

28.1 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.

28.2 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.

28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), 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”).

28.4 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, either party shall be entitled to terminate this agreement without further notice to the other party.

28.5 The party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give 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.

29. CESSION

The service provider shall not be entitled to cede, 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.

30. CHANGE OF CONTROL OR CIRCUMSTANCE

- 30.1 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.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or 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.
- 30.3 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.

31. BREACH

- 31.1 Subject to Clause 30.3 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. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –
- 31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);
- 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or
- 31.1.3 impose penalties as provided for in Clause 13 above.

32. 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.

33. DISPUTES

33.1 Save for Clause 31 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 –

33.1.1 the interpretation of the agreement;

33.1.2 the performance of any of the terms of the agreement;

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

33.1.5 the termination or cancellation or breach of this agreement; or

33.1.6 the rectification or repudiation of this agreement,

any party may give the other party written notice of such dispute, in which event the provisions below shall apply.

33.2 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 Clause 33 shall apply.

33.3 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, 1965 (Act 42 of 1965).

33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –

33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and

33.4.2 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.

33.5 If the arbitration is –

33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;

- 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
- 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 33.6 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.
- 33.7 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, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
 - 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she 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 that have a bearing on the dispute;
 - 33.8.2 interview and question under oath the parties or any of their representatives;
 - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
 - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her 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 30 (thirty) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, the arbitrator's 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.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 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 document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

- 33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

34. LAWS AND JURISDICTION

- 34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.
- 34.2 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 (in Pretoria)).

35. NOTICES AND COMMUNICATION

- 35.1 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 communication of whatsoever nature (including the exercise of any option), the address, as set out below.

35.1.1 The City:

2nd Floor, Block D
Tshwane House
320 Madiba Street
Pretoria
0001

Attention: _____
Telephone: _____
Fax: 086 214 9544
Email: _____

35.1.2 The service provider:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- 35.2 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 *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –
- 35.3.1 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;
 - 35.3.2 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
 - 35.3.3 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.
- 35.4 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.
- 35.5 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*.

36. GENERAL AND MISCELLANEOUS

36.1 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.

36.2 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.

36.3 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.

36.4 **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.

36.5 **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 the responsibility of 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.

37. **EXECUTION**

37.1 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.

37.2 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.

For and on behalf of **the City of
Tshwane Metropolitan
Municipality**
(duly represented by
Ms Mmaseabata Mutlaneng)

Signed at on this day of 20.....

Witnesses:

1.
2.

For and on behalf of

(duly represented by

_____)

ANNEXURE A

RESOLUTION OF THE BOARD

Resolution by the board of directors of _____
(the “company”) made at a meeting held at _____ on
_____ 20__.

NOTED: THAT _____ intends to enter into an agreement with the City of Tshwane Metropolitan Municipality in terms of which the company shall provide various services (the “agreement”) on the terms and subject to the conditions of the agreement to which this resolution is attached as Annexure A.

RESOLVED:

THAT the 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 the 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 the company.

Read and confirmed

CHAIRPERSON/COMPANY SECRETARY

ANNEXURE B

SCOPE OF WORK AND DELIVERABLES

ANNEXURE C
PAYMENT TERMS