



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EAM 05 2025/26

TENDER DESCRIPTION:	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.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

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

BID CLOSING DATE

24 FEBRUARY 2026

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.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: ENVIRONMENTAL AND AGRICULTURAL MANAGEMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Contact person	Compulsory briefing session	Closing date
EAM 05 2025/26	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.	Technical enquiries: 012 358 6090 or Shane Paul ShaneP@tshwane.gov.za	Venue: Fountains Valley Resort, cnr Christina de Wit Avenue and Eeufees Road, Pretoria Date: 02 February 2026 at 10:00	24 February 2026 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

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

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 24 FEBRUARY 2026

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Shane Paul (ShaneP@tshwane.gov.za or 012 358 6090)
- Supply chain enquiries: Maureen Radingoana (maureenr@tshwane.gov.za or 0123586153)

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 or Tippex corrections were made, or any other colour ink. 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;
 - i. 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
 - ii. 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.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

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:

ENVIRONMENT AND AGRICULTURE MANAGEMENT DEPARTMENT

BID NAME

TENDER FOR THE IMPLEMENTATION OF A VARIETY OF SPECIALISED ARBORICULTURE SERVICES IN THE CITY OF TSHWANE AS AND WHEN REQUIRED FOR A THREE (3) YEAR PERIOD.

BID NUMBER

EAM 05 – 2025/26

1. BACKGROUND

Tender for the Implementation of a Variety of Specialised Arboriculture Services in the City of Tshwane 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.

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

This tender is inclusive of all City of Tshwane departments that may require arboriculture services on their departmental managed properties.

The Departments has legal obligation to remove unwanted, invasive legislated plants within ecological management ecosystems and landscapes such as parks, public open spaces and public road reserves. 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 Departments are mandated to plant trees in parks and in the public road reserves. Trees are also planted on special commemorative environmental events and other National Commemorative days. The main tree planting events are held during September in Arbor month.

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

2. PROJECT SCOPE

This tender is comprised of the following sections. A bidder may bid for one section or as many as they want as the bidders will be appointed per section.

SECTIONS OF THE TENDER

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

SECTION A – CUTTING DOWN OF TREES

- Item A1 - Cutting down Trees
- Item A2 - Emergency Tree Cutting down
- Item A3 - Tree Stump Removal

SECTION B – PRUNING of TREES

- Item B1 - Specialized tree pruning and shaping

SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES

- Item C1- Removal of Shot-hole borer infested trees

SECTION D – CONTROL OF ALIEN VEGETATION

- Item D1- Mechanical removal of alien plant species
- Item D2 - Chemical removal of alien plant species

SECTION E - AFFORESTATION AND TREE MAINTENANCE.

- Item E1 - Afforestation (Tree Planting)
- Item E2 - Tree Watering and Maintenance

SECTION F - TRANSPLANTING OF OPEN GROUND TREES

- Item F1 - Relocation of open ground trees (Transplant)

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

The Appointments will be done per section. A bidder can bid for more than one section or just one section, as per their competencies.

The service providers for Section A, B and D will be used on a rotational basis.

SECTION A – CUTTING DOWN OF TREES

		Regions 1 to 7
Item A1	Item 1 - Cutting down Trees	Maximum of two Service providers
Item A2	Item 2 - Emergency tree Cutting down	
Item A3	Item 3 - Tree Stump Removal	

SECTION B – PRUNING OF TREES

		Regions 1 to 7
Item B1	Specialized tree pruning and shaping	Maximum of two Service providers

SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFESTED TREES

		Regions 1 to 7
Item C1	Removal of Shot-hole borer infested trees	One Service provider

SECTION D – CONTROL OF ALIEN VEGETATION

		Regions 1 to 7
Item D1	Mechanical removal of alien plant species	Maximum of two Service providers
Item D2	Chemical Removal of Alien Plant Species	

SECTION E - AFFORESTATION AND TREE MAINTENANCE.

		Regions 1 to 7
Item E1	Afforestation (Tree Planting)	One Service provider
Item E2	Tree Watering and Maintenance	

SECTION F - TRANSPLANTING OF OPEN GROUND TREES

		Regions 1 to 7
Item F1	Relocation of open ground trees (Transplant)	One Service provider

The scope of the tender comprises six sections with a total of 10 items. The Scope will be outlined per section per item.

There is a Scope General section which will cover specifications that cover all sections, and the bidder is required to comply.

2.1 SECTION A – CUTTING DOWN OF TREES

- Item A1 - CUTTING DOWN TREES
- Item A2 - EMERGENCY TREE CUTTING DOWN
- Item A3 - MECHANIZED TREE STUMP REMOVAL

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 (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)	Liquidambar 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)	Syzygium sp (Water berry)	Vachellia species (straight thorn acacias)
Eucalyptus sp (Bluegum trees)	Olea sp (Wild olive)	Tabebuia sp (Rosy trumpet tree)	Senegalia species (hooked thorn acacias)
Ficus sp (Wild fig)	Phoenix sp (Palm trees)	Taxodium sp (Swamp sipes)	Tecoma Stans (Yellow bells)

GENERAL CUTTING DOWN OF TREES PROCEDURES applicable on all 3 items

The following conditions and processes need to be complied with:

- All branches overhanging into private property must first be removed in sections not exceeding 500 millimeters. 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 millimeters, 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 millimeters “three-strand nylon stretchable rope” of at least 50 meters must be always used. When felling trees, a minimum extendable ladder size of 6 meters standard + 6-meter extension (12m extended) must be always used. 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 complied with. The person doing the cutting down while in the tree shall be harnessed to the said tree for safety. When cutting down trees, the road and road reserve must be cordoned off and all safety signs placed according to the road safety act, to prevent unsuspecting pedestrians, cyclists and other road users from

- entering the work site and getting injured.
- If it is necessary to close more than one lane of a road, the Departmental project manager 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 Department.
- The tree must be cut down in such a way as to ensure that no damage is done to the surrounding private or municipal property. If any damage does occur the contractor will be liable to repair the damage at his/her own cost. The contractor must always be in possession of a public liability insurance policy during the duration of the tender with a value of R10 million.
- 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 to be used when working in the road:
 - 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 to the left sign.
 - Keep to the right sign.
 - Minimum of two people with red flags directing traffic around the work area
 - Non workers are not allowed in the direct work area.
- The use of climbing spurs or irons is not approved in pruning operations on living 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 on the sidewalk.
- 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 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. No pruning or cutting down trees under ESKOM power lines may take place without authorized clearance.
- 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 Department, Utility Services (Electricity).
- Access to private property must be closely coordinated with the property owner, whenever feasible when clearing power lines.
- Before pruning or cutting down trees near or on power lines is undertaken the Department, Utility Services (Electricity) 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 for arranging electricity switching with the Department, Utility Services (Electricity).

SITE CLEAN UP

- Clean-up of any debris resulting from any tree pruning/felling and removal operations shall be promptly and properly accomplished. The work area shall be always kept safe 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 project manager to do otherwise. All lawn areas, parkways, streets and sidewalks shall be raked, and all brushes, branches, or other debris shall be removed from the site. Restoration of the site shall be deemed an important part of this tender, 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 project manager.
- The contractor shall obtain relevant permits as required by the City of Tshwane's Waste Management 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 dump sites. 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 always adhered to.
- 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 the City of Tshwane project manager.

Post-felling Site Requirements:

- All excess wood materials must be removed from the site within 48 hours if not on the sidewalk or in public areas. If it is a sidewalk or public area, then the branches must be removed during the cutting process but no later than 24 hours from the site.
- The contractor may load the branches onto a truck or chip the branches mechanically as work is in progress.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site for reuse.

2.1.1 ITEM A1: CUTTING DOWN OF TREES

Description

The cutting down of trees is defined as the cutting down of the entire tree. These trees can be in a park, nature reserve, resort, at a municipal property or planted as a street tree on the public road reserve. 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 must be removed due to some or other building development.
- This can include trees or palms.

Cutting down of trees procedure:

- This item is required as-and-when a department requires a tree to be removed the project manager 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 cut down 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 (photo's a good record of before and after).

- If the felling process requires specialized equipment, then the contractor will source and pay for it as per tender items. No Municipal owned or leased equipment may be used for this purpose.
- The Department project manager must inform the contractor if they intend to remove the stump or leaving it in the ground.
- Once the contractor has been issued with the Purchase Order then the felling process may commence.
- The before and after photographs must be taken and added to the job card per tree cut down as per the purchase order instructions and quote for the work, these must be attached to the submitted with the invoice as evidence of the work done for payment.
- No Municipal official can give the bidder any instruction to remove any Protected species trees without producing to Official permits from the National Department of Forestry, Fisheries and Environment (DFFE).

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

Cutting Down Requirements:

- Trees 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 be 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 project manager, Utility Services (Electricity) and the contractor.
- If the tree is on a municipal property, then this can be arranged with the property/depot manager.
- If a tree is hanging over into the street, then the Departmental project manager 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 the cutting down of the tree is the responsibility of the contractor. This includes municipal infrastructure or private property. This should be covered by the bidder's insurance
- 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 in restricted areas. Side branches should be cut for safety before cutting down 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 ensure 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 remains and does not have to 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 cutting down Site Requirements:

Refer to the above.

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 zone.
- The work vehicles and vehicles loading the branches should be cordoned off and have appropriate road construction signage.
- The cutting of branches in the tree should not be done at the same time as the clean-up staff are removing branches from the drop zone.
- Ladders extended more than 3 meters must be supported and or tied to the tree so that they do not fall and injure anyone below.
- Chainsaws used in the tree need to be supported with ropes so that they do not fall out of the tree if dropped.
- All chainsaw operators must be issued and must at all times wear the personal protective clothing (PPE) as prescribed; namely safety boots, foresters' helmet and visor, prescribed hand gloves for chainsaw use, forestry trousers and jackets made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment (PPE), namely trousers and a jacket, a hard hat, leather gloves, safety boots and eye protection.

- 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 cutting down operation as no tree cutting down or climbing should be done on very windy days or during heavy rain.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.
- An OHS file must be handed to the tender project manager before work can commence on the tender.

Application of Herbicides on tree stumps

- 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.
- The herbicide must be painted on the exposed area of 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

2.1.2 ITEM A2: EMERGENCY TREE REMOVAL SERVICE

This section will be used under the following conditions:

- 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 three (3) 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:

- This item is required as-and-when a department requires a tree to be removed, in an emergency, the project manager 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 the contractor will provide it 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.

Cutting down trees 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 Department project manager is responsible for either requesting 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 and submitted to the project manager. This includes municipal infrastructure or private property.

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 zone.
- The work vehicles and vehicles loading the branches should be cordoned off and have appropriate road construction signage.
- The cutting of branches in the tree should not be done at the same time as the clean-up staff are removing branches from the drop zone.
- Ladders extended more than 3 meters must be supported and or tied to the tree so that they do not fall and injure anyone below.

- Chainsaws used in the tree need to be supported with ropes so that they do not fall out of the tree if dropped.
- All chainsaw operators must be issued and must always wear the personal protective clothing (PPE) as prescribed; namely safety boots, foresters' helmet and visor, prescribed hand gloves for chainsaw use, forestry trousers and jackets made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment (PPE), namely trousers and a jacket, a hard hat, leather gloves, safety boots and eye protection.
- 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 cutting down operation as no tree cutting down or climbing should be done on very windy days or during heavy rain.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.
- An OHS file must be handed to the tender project manager before work can commence on the tender.

2.1.3 ITEM A3: TREE STUMP REMOVAL SERVICE

This section will be used under the following conditions:

The tree stumps can be dead or living depending on the circumstances. Tree stump grinding is done to remove the tree stump, which has been cut off just above ground to below ground. The process saves the digging of large trenches and removing or damaging municipal infrastructure. In cases where a tree stump is required to be removed by the project manager, the following three methods can be used:

- Tree stumps under 30 cm in diameter may be dug out by hand using a mattock and spades.
- Smaller trees, between 5 cm and 30 cm in diameter, can be grinded up using a small portable stump grinder,
- Larger trees will require large industrial mechanical stump grinders to grind the stump and roots.

The Stump grinding Procedure:

- This item is required as-and-when a department requires a tree stump 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 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.

- Once the contractor has been issued with the Purchase order then the stump grinding process may commence.
- The stump removal process 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 must stand over for the next day.
- Before and after photos 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 project manager. 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 kurb then the contractor is responsible for placing cones along the edge of the kurb. If a traffic lane needs to be temporarily closed then the appropriate traffic control needs to be implemented to divert traffic using appropriate traffic control measures, warning signs and demarcation cones. If this is on a main M route then the Metro Police need to be informed, especially if the grinding process to attend will be for an extended time.
- 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.

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 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 serviced and in proper working order according to manufacturers' always working standards. No shields should be compromised on the machine.
- The stump grinder operator must be issued and must always wear the personal protective clothing as prescribed, namely safety boots, forester's helmet and visor, prescribed hand gloves, trouser and jacket.

- Other staff used to load chippings must also wear personal protective equipment, namely trousers and jackets, a hard hat, and leather gloves.
- Weather conditions should be taken into consideration on the day of the grinding operation.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ MATERIALS/ VEHICLES/ AND HUMAN RESOURCES REQUIRED FOR SECTION A – CUTTING DOWN OF TREES

- Item A1 - Cutting down Trees
- Item A2 - Emergency tree Cutting down
- Item A3 - Tree Stump Removal

The following is required for this section:

A. Equipment

Type of equipment	Minimum Amount
Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	3 (Mandatory)
6m extension ladder (12m extended)	1
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	10
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
Tree Stump grinder – Small hand operated portable	1
Tree Stump grinder – industrial size	1
The Contractor shall always, service and maintain equipment necessary to perform all 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 period of the contract. Any repeat incident of incomplete work will result in the Contractor disqualified	

B. Vehicles

Type of vehicles	Minimum Amount
Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers and a Valid SABS certificate)	1 (mandatory) (can be hired as and when required)
Truck with mounted lift for exceptionally high trees. (cherry picker or crane truck Lift height minimum 17 m (must have valid licensing papers and a Valid SABS certificate)	1 (mandatory) (can be hired as and when required)
Truck with mounted lift for the lifting and removal of heavy tree stumps and stems from the site. (must have valid licensing papers and a Valid SABS certificate)	1(mandatory) (can be hired as and when required)
7-ton flatbed truck for loading branches - (Optional)(must have valid licensing papers)	1 - (Optional)
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1 (mandatory) (can be hired as and when required)
Tipper truck specially adapted to accommodate chippings from	1 (mandatory) (can be

the chipper (must have valid licensing papers)	hired as and when required)
Wood/tree chipper – The chipper must be able to chip branches up to 457mm in diameter. (must have valid licensing papers)	1(mandatory) (can be hired as and when required)
The Contractor shall always, furnish and maintain vehicles necessary to perform all the work resulting from the contract. The Contractor will provide the Department with a Valid SABS certificate for all lifting equipment before the equipment is used and must be added to the OHS File.	

C. Human Resources

Human Resources	Minimum Amount
Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided).	1
Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	3
Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	1
General workers General workers can be used for loading branches and site cleaning. General labour required will vary as per project. Permanent labour may be used on small projects. Additional Local labour must be hired when more than 10 trees are at one site or street	Vary per project

These examples are applicable to all sections where this equipment is required.

Cherry picker - sample



Small stump grinder

Industrial stump grinder



Mechanical Chipper - example



Mechanical Chipper – example



SECTION A PRICING SCHEDULE - CUTTING DOWN OF TREES

SECTION A – CUTTING DOWN OF TREES

- Item A1 - Cutting down Trees
- Item A2 - Emergency tree Cutting down
- Item A3 - Tree Stump Removal

Pricing for the cutting down of trees is based on the following:

- This item is priced for the cutting down of the whole tree.
- The pricing is tendered 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.
- If the tree is multi-stemmed from ground level, then the tree will be priced per stem.
- Tree sizes may vary depending on species
 - 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 equipment, the cutting down of the tree, removal of the branches and site clean-up.
- The cost of the disposal of the tree materials (cut waste materials) at City of Tshwane waste sites must be costed into the tender price for the removal of the tree and will not be paid for by the department/ project manager of the city.
- The labour charge for and Artisan – Horticulturist, Supervisor, Semi-skilled labour – Chainsaw Operator and general worker is priced per hour.
- Overtime labour may only be charged after 16:00 to 07:00 on weekdays and on weekends and public holidays for emergency tree removal only.
- The kilometers for the light delivery vehicle must be charged from and measured per kilometer from Tshwane House in Madiba Street to the worksite. If the project manager requires various trees to be pruned at various sites on the same day in the same region, then the kilometers must be measured thereafter to the next site. This must be arranged with the project manager during the site visit or by written instruction and the determination of the bill of quantities on the quote for the purchase order creation.
- In cases where a cherry picker or crane is required then a rate per hire per day may be charged for the cutting down of the tree as and when required and must include the driver and the kilometers. More than one site can be serviced in a Region as per the project managers requirements.
- In cases where a chipper and or stump grinder are required then a rate per hire for the day may be charged. More than one site can be serviced in a Region as per the project managers requirements.
- In cases where a 7-ton flatbed truck or a tipper truck are required then a rate per hire per day may be charged for the cutting down of the tree as and when required and must include the driver and the kilometers. More than one site can be serviced in a Region as per the project managers requirements.
- For emergency tree removal 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 tree stump removal is priced for a whole tree stump to be grinded up according to the sizes listed in the pricing schedule.
- The tree stump removal size is measured according to the diameter of the stump, (Ø).
- The Topsoil to fill the hole when the tree stump is removed is to be supplied by the contractor and said cost is to be included in the total

Tendered price

- The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item – LONG Description	Unit of Measure
A1.1	3023980	ARBORICULTURE TREE REMOVE STEM SIZE 5 CM -30CM The diameter (Ø) of the tree trunk can vary from 5 cm to 30 cm. The estimated height of the tree can vary from 3 meters to 10 meters. The estimated width of the crown can vary from 3 to 10 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	1 tree (5 cm - 30cm trunk)
A1.2	3023981	ARBORICULTURE TREE REMOVE STEM SIZE 31 CM -60CM The diameter (Ø) of the tree trunk can vary from 31 cm to 60 cm. The estimated height of the tree can vary from 8 meters to 20 meters. The estimated width of the crown can vary from 5 to 15 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	1 tree (31 cm - 60cm trunk)
A1.3	3023982	ARBORICULTURE TREE REMOVE STEM SIZE 61 CM -90CM The diameter (Ø) of the tree trunk can vary from 61 cm to 90 cm. The estimated height of the tree can vary from 8 meters to 30 meters. The estimated width of the crown can vary from 8 to 20 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	1 tree 61 cm - 90cm trunk
A1.4	3023983	ARBORICULTURE TREE REMOVE STEM SIZE 91 CM - 120CM The diameter (Ø) of the tree trunk can vary from 91 cm to 120 cm. The estimated height of the tree can vary from 10 meters to 35 meters. The estimated width of the crown can vary from 10 to 40 meters. The	1 tree 91 cm -120 cm trunk

Item	SERVICE/ SAP no.	Item – LONG Description	Unit of Measure
		service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	
A1.5	3023984	<p>ARBORICULTURE TREE REMOVE STEM SIZE 121 CM - 150CM</p> <p>The diameter (Ø) of the tree trunk can vary from 121 cm to 150 cm. The estimated height of the tree can vary from 15 meters to 45 meters. The estimated width of the crown can vary from 15 to 45 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	1 tree 121cm - 150cm trunk
A1.6	3023985	<p>ARBORICULTURE TREE REMOVE STEM SIZE 151 CM - 180CM</p> <p>The diameter (Ø) of the tree trunk can vary from 151 cm to 180 cm. The estimated height of the tree can vary from 20 meters to 45 meters. The estimated width of the crown can vary from 15 to 45 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	1 tree 151cm - 180cm trunk
A1.7	3023986	<p>ARBORICULTURE TREE REMOVE STEM SIZE 180CM></p> <p>The diameter (Ø) of the tree trunk can vary from 180 cm plus. The estimated height of the tree can vary from 40 meters plus. The estimated width of the crown can vary from 25 meters plus. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	1 tree 180cm + trunk
A1.8	3023987	ARBORICULTURE TREE REMOVE EMERGENCY 30-60CM	1 tree

Item	SERVICE/ SAP no.	Item – LONG Description	Unit of Measure
		The diameter (Ø) of the tree trunk can vary from 5 cm to 30 cm. The estimated height of the tree can vary from 3 meters to 10 meters. The estimated width of the crown can vary from 3 to 10 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	
A1.9	3023988	ARBORICULTURE TREE REMOVE EMERGENCY 61-90CM The diameter (Ø) of the tree trunk can vary from 61 cm to 90 cm. The estimated height of the tree can vary from 8 meters to 30 meters. The estimated width of the crown can vary from 8 to 20 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	1 tree
A1.10	3023989	ARBORICULTURE TREE REMOVE EMERGENCY 91 -120CM The diameter (Ø) of the tree trunk can vary from 91 cm to 120 cm. The estimated height of the tree can vary from 10 meters to 35 meters. The estimated width of the crown can vary from 10 to 40 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	1 tree
A1.11	3023990	ARBORICULTURE TREE REMOVE EMERGENCY 121 CM -150CM The diameter (Ø) of the tree trunk can vary from 121 cm to 150 cm. The estimated height of the tree can vary from 15 meters to 45 meters. The estimated width of the crown can vary from 15 to 45 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	
A1.12	3037767	ARBORICULTURE STUMP REMOVE 5 CM -30CM	1 tree stump

Item	SERVICE/ SAP no.	Item – LONG Description	Unit of Measure
		The diameter 5 CM -30CM (Ø) of the tree stump is measured at ground level. The service includes the removal of excess soil around the tree stump, the use of a tree stump grinder to grind up the tree stump and roots above soil level. The stump must be cut up to 30cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide. The hole closed again, topsoil added if required to fill the hole and the site cleared.	
A1.13	3023992	ARBORICULTURE STUMP REMOVE 31 CM -60CM The diameter 31 CM -60CM (Ø) of the tree stump is measured at ground level. The service includes the removal of excess soil around the tree stump, the use of a tree stump grinder to grind up the tree stump and roots above soil level. The stump must be cut up to 30cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide. The hole closed again, topsoil added if required to fill the hole and the site cleared.	1 tree stump
A1.14	3023993	ARBORICULTURE STUMP REMOVE 61 CM -90CM The diameter 61 CM -90CM (Ø) of the tree stump is measured at ground level. The service includes the removal of excess soil around the tree stump, the use of a tree stump grinder to grind up the tree stump and roots above soil level. The stump must be cut up to 30cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide. The hole closed again, topsoil added if required to fill the hole and the site cleared.	1 tree stump
AA1.1 5	3023994	ARBORICULTURE STUMP REMOVE 91 CM -120CM The diameter 91 CM -120CM (Ø) of the tree stump is measured at ground level. The service includes the removal of excess soil around the tree stump, the use of a tree stump grinder to grind up the tree stump and roots above soil level. The stump must be cut up to 30cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide. The hole closed again, topsoil added if required to fill the hole and the site cleared.	1 tree stump
A1.16	3023995	ARBORICULTURE STUMP REMOVE 121 CM -150CM The diameter 121 CM -150CM (Ø) of the tree stump is measured at ground level. The service includes the removal of excess soil around the tree stump, the use of a tree stump grinder to grind up the tree stump and roots above soil level. The stump must be cut up to 30cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide. The hole closed again, topsoil added if required to fill the hole and the site cleared.	1 tree stump
A1.17	3023996	ARBORICULTURE STUMP REMOVE 151 CM -180CM The diameter 151 CM -180CM (Ø) of the tree stump is measured at ground level. The service includes the removal of excess soil around the tree stump, the use of a tree stump grinder to grind up the tree stump and roots above soil level. The stump must be cut up to 30cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide. The hole	1 tree stump

Item	SERVICE/ SAP no.	Item – LONG Description	Unit of Measure
		closed again, topsoil added if required to fill the hole and the site cleared.	
A1.18	3023997	ARBORICULTURE STUMP REMOVE 181CM> The diameter 181CM plus (Ø) of the tree stump is measured at ground level. The service includes the removal of excess soil around the tree stump, the use of a tree stump grinder to grind up the tree stump and roots above soil level. The stump must be cut up to 30cm below ground level. The remaining sump must be treated with a stump herbicide. The hole closed again, topsoil added if required to fill the hole and the site cleared.	1 tree stump
A1.19	3026017	ARBORICULTURE MECHANISED CHIPPER SERVICE The hire of an industrial mechanized chipper on site per day. This may include multiple trees to be chipped in one day at various sites.	Per day
A1.20	3037768	TRAVELLING - LIGHT DELIVERY VEHICLE Per kilometre as measured from the declared business premises. If from outside of Tshwane, then from Tshwane House to project site	Per km
A1.21	3037769	ARBORICULTURE TREE REMOVE CHERRY PICKER UP TO 8M The 8m cherry picker will be used when ladders cannot be used due to the nature of the tree's branches and the overhang is unsafe to use a ladder. This includes the hire of a cherry picker with a certified SABS certificate for the day. This will be paid per day. Several trees can be pruned during the 8-hour period.	per day
AA1.22	3037770	ARBORICULTURE TREE REMOVE CHERRY PICKER UP 17 M The 17m cherry picker will be used when ladders cannot be used due to the nature of the tree's branches and the overhang is unsafe to use a ladder. This includes the hire of a cherry picker with a certified SABS certificate for the day. This will be paid per day. Several trees can be pruned or cut down during the 8-hour period	per day
A1.23	3037772	ARBORICULTURE TREE REMOVE CRANE TRUCK The 8- or 10-ton crane truck will be used when the tree's branches and tree trunk are too heavy to load by hand. This includes the hire of a crane truck with a certified SABS certificate for the day. This will be paid per day. A few trees can be pruned or cut down during the 8-hour period	per day
A1.24	3037773	ARBORICULTURE TREE REMOVE flatbed truck 7-ton flatbed truck for loading branches	per day
AA1.25	3037774	ARBORICULTURE TREE REMOVE Tipper truck	per day

Item	SERVICE/ SAP no.	Item – LONG Description	Unit of Measure
		Tipper truck specially adapted to accommodate chippings from the chipper or used for loading branches.	
A1.26	3037775	ARBORICULTURE TREE REMOVE Labour Artisan Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma). Arbor specialist – (minimum of 5 years' experience – with proof provided).	Per hour
A1.27	3037776	ARBORICULTURE TREE REMOVE Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Per hour
1.28	3037777	ARBORICULTURE TREE REMOVE Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Per hour
1.29	3037778	ARBORICULTURE TREE REMOVE Labour – General Worker Required for the loading of branches and site clearing	Per Hour
A1.30	3037779	ARBORICULTURE TREE REMOVE EMERGENCY SUPERVISOR OVERTIME Overtime may only be charged for emergency cutting down of trees due to storms or accidents. This may only be charged after 17:00 hours on weekdays and on weekends and public holidays.	Per hour
A1.31	3037780	ARBORICULTURE TREE REMOVE EMERGENCY Semi-Skilled labour overtime Overtime may only be charged for emergency cutting down of trees due to storms or accidents. This may only be charged after 17:00 hours on weekdays and on weekends and public holidays	Per hour
A1.32	3037781	ARBORICULTURE TREE REMOVE EMERGENCY Labour – General Worker - overtime Overtime may only be charged for emergency cutting down of trees due to storms or accidents. This may only be charged after 17:00 hours on weekdays and on weekends and public holidays	Per Hour

2.3. SECTION B: SPECIALIZED TREE PRUNING AND SHAPING

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

- 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 grows into overhead electrical cables or lights.
- Branches that are infected by diseases or pests need to be removed.
- Proportionally reduce the trees size.
- The Tree can be pruned on the roadside as the branches are hanging of the street and are obstructing traffic.
- The tree has branches hanging on private property and need to be pruned.
- The branches of the tree are hanging too low and are obstructing pedestrian movement.
- Water shoots and branches need to be cleared from under the power lines.

2.3.1 ITEM B1: SPECIALIZED TREE PRUNING AND SHAPING

Specialized Tree Pruning and Shaping Procedure:

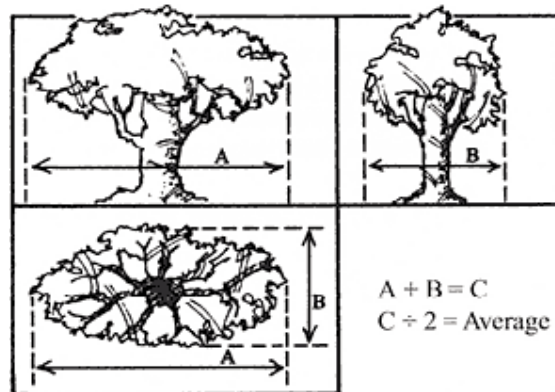
- The service is required on an as and when basis when a department requires a tree to be pruned the project manager will contact the contractor for a site visit.
- At the site visit the contractor must provide the department with an official quote for the tree or trees to be pruned based on the prices 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 the contractor will source the equipment. 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:

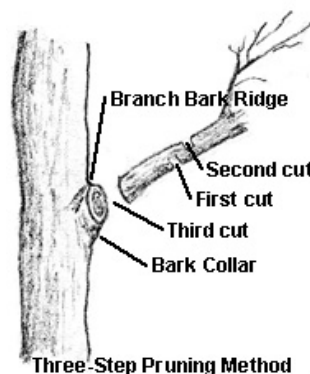
- The tree should be pruned according to the instructions received by the Department.
- If a tree has grown into the overhead electric cables, it is required that the electricity be switched off. If the tree is on a municipal property, then this can be arranged with the property manager. If the tree 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.
- The branches need 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 undercutting 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.
- Heavy branches must be pruned piece by piece, 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 Pruning Site Requirements:

- All excess wood materials must be removed from the site within 48 hours if not on the sidewalk or in public areas. If it is a sidewalk or public area, then the branches must be removed can be removed during the cutting process but no later than 24 hours from the site.
- The contractor may load the branches onto a truck or chip the branches mechanically as work is in progress.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site for reuse.

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 zone.
- The work vehicles and vehicles loading the branches should be cordoned off and have appropriate road construction signage.
- The cutting of branches in the tree should not be done at the same time as the clean-up staff are removing branches from the drop zone.
- Ladders extended more than 3 meters must be supported and or tied to the tree so that they do not fall and injure anyone below.
- Chainsaws used in the tree need to be supported with ropes so that they do not fall out of the tree if dropped.
- All chainsaw operators must be issued and must at all times wear the personal protective clothing (PPE) as prescribed; namely safety boots, foresters' helmet and visor, prescribed hand gloves for chainsaw use, forestry trousers and jacket made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment (PPE), namely trousers and jackets, a hard hat, leather gloves, safety boots and eye protection.
- 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 tree pruning or climbing should be done on very windy days or during heavy rain.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.
- An OHS file must be handed to the tender project manager before work can commence on the tender.

EQUIPMENT/ MATERIALS/ VEHICLES/ AND HUMAN RESOURCES REQUIRED FOR **SPECIALIZED TREE PRUNING AND SHAPING**

The following is required for this section:

A. Equipment

Type of equipment	Minimum Amount
Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	3 (Mandatory)
Pole pruner – minimum length 2metres (with a 12” inch guide bar) (Battery or petrol)	3 (Mandatory)
6m extension ladder (12m extended)	2
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	10
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
The Contractor shall always, service 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	

B. Vehicles

Type of vehicles	Minimum Amount
Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers and a Valid SABS certificate)	1 mandatory) (can be hired as and when required)
Truck with mounted lift for exceptionally high trees. (cherry picker or crane truck Lift height minimum 17 m (must have valid licensing papers and a Valid SABS certificate)	1 (mandatory) (can be hired as and when required)
Truck with mounted lift for the lifting and removal of heavy tree stumps and stems from the site. (must have valid licensing papers and a Valid SABS certificate)	1(mandatory) (can be hired as and when required)
7-ton flatbed truck for loading branches - (Optional)(must have valid licensing papers)	1 - (Optional)
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1 (mandatory) (can be hired as and when required)
Tipper truck specially adapted to accommodate chippings from the	1 (mandatory) (can be

chipper (must have valid licensing papers)	hired as and when required)
Wood/tree chipper – The chipper must be able to chip branches up to 457mm in diameter. (must have valid licensing papers)	1(mandatory) (can be hired as and when required)
The Contractor shall always, furnish and maintain vehicles necessary to perform all the work resulting from the contract. The Contractor will provide the Department with a Valid SABS certificate for all lifting equipment before the equipment is used and must be added to the OHS File.	

C. Human Resources

Human Resources	Minimum Amount
Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided).	1
Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	3
Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	1
General workers General workers can be used for loading branches and site cleaning. General labour required will vary as per project. Permanent labour may be used on small projects. Additional Local labour must be hired when more than 10 trees are at one site or street	Vary per project

PRICING SCHEDULE -SPECIALIZED TREE PRUNING AND SHAPING

The following must be considered when pricing:

- The pricing must include equipment, the pruning of the tree, removal of the branches and site clean-up.
- The labour charge for and Artisan – Horticulturist, Supervisor, Semi-skilled labour – Chainsaw Operator and general worker is priced per hour.
- The kilometers for the light delivery vehicle must be charged from and measured per kilometer from Tshwane House in Madiba Street to the worksite. If the project manager requires various trees to be pruned at various sites on the same day in the same region, then the kilometers must be measured thereafter to the next site. This must be arranged with the project manager during the site visit or by written instruction and the determination of the bill of quantities on the quote for the purchase order creation.
- The cost of the disposal of the tree materials (cut waste materials) at City of Tshwane waste sites must be costed into the tender price for the removal of the tree and will not be paid for by the department/ project manager of the city.
- Note that the price is not per branch but per tree. The bidder must price for the whole tree to reduce the size by 30 to 40%. In other words, if the tree is

10 meters wide and the tree is reduced by 30% then the bidder will cut an average of 3 meters of the tree branches off.

If the bidder has put in a bid price of R1500 for the 10-meter tree and the city does not want to prune the whole tree but only the side on the street then the bidder and project manager can agree on a % of the quoted amount and that will be the tree pruning price. For example, if the price is R1500 and only ⅓ of the tree is to be pruned on the one side then the price for the tree will be R500 + Vat.

- In cases where a cherry picker or crane is required then a rate per hire per day may be charged for the cutting down of the tree as and when required and must include the driver and the kilometers. More than one site can be serviced in a Region as per the project managers requirements.
- In cases where a 7-ton flatbed truck or a tipper truck are required then a rate per hire per day may be charged for the cutting down of the tree as and when required and must include the driver and the kilometers. More than one site can be serviced in a Region as per the project managers requirements.
- The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item Long Description	Unit of Measure
B1.1	3023998	ARBORICULTURE TREE PRUNE SHAPE 1-5M CANOPY DIAMETER This service includes the cutting off multiple branches off a tree crown 1–5 m in diameter. The cutting up and removal of the branches from the site as a whole or the branches can be chipped. This includes the use of all the equipment, ropes, safety precautions required. This also includes the cleaning of the site after completion of the pruning.	Per tree – up to 5m in diameter
B1.2	3023999	ARBORICULTURE TREE PRUNE SHAPE 5.1-10M CANOPY DIAMETER This service includes the cutting off multiple branches off a tree crown 5.1-10 m in diameter. The cutting up and removal of the branches from the site as a whole or the branches can be chipped. This includes the use of all the equipment, ropes, safety precautions required. This also includes the cleaning of the site after completion of the pruning.	Per tree – 5.1 m to 10m in diameter
B1.3	3024000	ARBORICULTURE TREE PRUNE SHAPE 10.1-15M CANOPY DIAMETER This service includes the cutting off multiple branches off a tree crown 10.1 to 15 m in diameter. The cutting up and removal of the branches from the site as a whole or the branches can be chipped. This includes the use of all the equipment, ropes, safety precautions required. This also	Per tree – 10.1 m to 15m in diameter

Item	SERVICE/ SAP no.	Item Long Description	Unit of Measure
		includes the cleaning of the site after completion of the pruning.	
B1.4	3024001	ARBORICULTURE TREE PRUNE SHAPE 15.1-20M CANOPY DIAMETER This service includes the cutting off multiple branches off a tree crown 15.1 to 20 m in diameter. The cutting up and removal of the branches from the site as a whole or the branches can be chipped. This includes the use of all the equipment, ropes, safety precautions required. This also includes the cleaning of the site after completion of the pruning.	Per tree – 15.1 m to 20m in diameter
B1.5	3024002	ARBORICULTURE TREE PRUNE SHAPE 20.1-25M CANOPY DIAMETER This service includes the cutting off multiple branches off a tree crown 20.1-25 m in diameter. The cutting up and removal of the branches from the site as a whole or the branches can be chipped. This includes the use of all the equipment, ropes, safety precautions required. This also includes the cleaning of the site after completion of the pruning.	Per tree – 20.1 m to 25m in diameter
B1.6	3024003	ARBORICULTURE TREE PRUNE SHAPE 25.1-30M CANOPY DIAMETER This service includes the cutting off multiple branches off a tree crown 25.1-30 m in diameter. The cutting up and removal of the branches from the site as a whole or the branches can be chipped. This includes the use of all the equipment, ropes, safety precautions required. This also includes the cleaning of the site after completion of the pruning.	Per tree – 25.1 m to 15m in diameter
B1.7	3024004	ARBORICULTURE TREE PRUNE SHAPE 30M> CANOPY DIAMETER This service includes the cutting off multiple branches off a tree crown 30+ m in diameter. The cutting up and removal of the branches from the site as a whole or the branches can be chipped. This includes the use of all the equipment, ropes, safety precautions required. This also includes the cleaning of the site after completion of the pruning.	Per tree – 30.1 m plus in diameter
B1.7	3026017	ARBORICULTURE MECHANISED CHIPPER SERVICE The hire of a mechanized chipper on site per day. This may include multiple trees to be chipped in one day at various sites.	Per day
B1.8		TRAVELLING - LIGHT DELIVERY VEHICLE	Per km

Item	SERVICE/ SAP no.	Item Long Description	Unit of Measure
		Per kilometre as measured from the declared business premises. If from outside of Tshwane, then from Tshwane House to project site	
B1.9		ARBORICULTURE TREE REMOVE Cherry picker up 8m The hire of a cherry picker on site per day. This may include multiple trees to be pruned in one day at various sites.	per day
B1.10		ARBORICULTURE TREE REMOVE Cherry picker up 17 m The hire of a cherry picker on site per day. This may include multiple trees to be pruned in one day at various sites.	per day
B1.11		ARBORICULTURE TREE REMOVE Crane truck This includes the hire of the crane truck per day to lift heavy branches and tree stumps onto a vehicle to be removed from the site.	per day
B1.12		ARBORICULTURE TREE REMOVE flatbed truck 7-ton flatbed truck for loading branches	per day
B1.13		ARBORICULTURE TREE REMOVE Tipper truck Tipper truck specially adapted to accommodate chippings from the chipper or used for loading branches.	per day
B1.14		ARBORICULTURE TREE REMOVE Labour Artisan Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma). Arbor specialist – (minimum of 5 years' experience – with proof provided).	Per hour
B1.15		ARBORICULTURE TREE REMOVE Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Per hour
B1.16		ARBORICULTURE TREE REMOVE Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Per hour

Item	SERVICE/ SAP no.	Item Long Description	Unit of Measure
B1.17		ARBORICULTURE TREE REMOVE Labour – General Worker Required for the loading of branches and site clearing	Per Hour

2.4 SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES

The shot-hole borer is infecting various tree species in South Africa. This invasive and very destructive borer comes from Thailand. The borer is infesting and killing many exotic and indigenous tree species. A tree has been identified to be infected with a borer called Polyphagous)(PSHB). The indigenous

The following species of trees are most susceptible to the shot hole borer:

1. Acer negundo
2. Acer buergerianum
3. Platanus x acerifolia
4. Various oak trees

There are basically two options to follow:

- The first is to save the tree by treating the tree and boosting its growth habitat.
- 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.

2.4.1 ITEM 1 REMOVAL OF SHOT-HOLE BORER INFESTED TREES

Description

The Control of Shot hole borer Procedure:

- This item is required 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 removal of the infected tree based on the tender prices.
- 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 the equipment at their cost. No Municipal owned or leased equipment may be used for this purpose.

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

- The tree should be removed 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 cut down 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 cut down, Wedging should be done with ropes to ensure 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 remains and does not have to 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.
- All branches must be chipped into the back of a vehicle to be removed from the site.
- The chippings must be taken to a site and dumped on plastic sheeting. The entire heap of chippings must be covered with black plastic so that the shothole borer can be killed through the heat treatment as very high temperatures seem to kill the borers.

Post felling Site Requirements:

- All excess wood materials must be removed from the site within 48 hours if not on a sidewalk or in public areas. If it is a sidewalk or public

area then the branches must be removed can be removed during the cutting process but no later than 24 hours from the site.

- The contractor may load the branches onto a truck or chip the branches mechanically as work is in progress.
- The chippings or branches maybe be required by the Department to be loaded off at a specific Municipal site for reuse.

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 zone.
- The work vehicles and vehicles loading the branches should be cordoned off and have appropriate road construction signage.
- The cutting of branches in the tree should not be done at the same time as the clean-up staff are removing branches from the drop zone.
- Ladders extended more than 3 meters must be supported and or tied to the tree so that they do not fall and injure anyone below.
- Chainsaws used in the tree need to be supported with ropes so that they do not fall out of the tree if dropped.
- All chainsaw operators must be issued and must at all times 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 (PPE), namely trousers and jacket, a hard hat, leather gloves, safety boots and eye protection.
- 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 cutting down operation as no tree removal or climbing should not be done on very windy days or during heavy rain.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.
- An OHS file must be handed to the tender project manager before work can commence on the project.

EQUIPMENT/ MATERIALS/ VEHICLES/ AND HUMAN RESOURCES REQUIRED FOR CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES

The following is required for this section:

A. Equipment

Type of equipment	Minimum Amount
Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	3
6m extension ladder	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	10
The Contractor shall always, service 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	

B. Vehicles

Type of vehicles	Minimum Amount
Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers and a Valid SABS certificate)	1 (mandatory) (can be hired as and when required)
Truck with mounted lift for the lifting and removal of heavy tree trunks and stems from the site. (must have valid licensing papers and a Valid SABS certificate)	1(mandatory) (can be hired as and when required)
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1 (mandatory) (can be hired as and when required)
Tipper truck specially adapted to accommodate chippings from the chipper (must have valid licensing papers)	1 (mandatory) (can be hired as and when required)
Wood/tree chipper – The chipper must be able to chip branches up to 457mm in diameter. (must have valid licensing papers)	1(mandatory) (can be hired as and when required)
The Contractor shall always, furnish and maintain vehicles necessary to perform all the work resulting from the contract. The Contractor will provide the Department with a Valid SABS certificate for all lifting equipment before the equipment is used and must be added to the OHS File.	

C. Human Resources

Human Resources	Minimum Amount
Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years’ experience – with proof provided).	1
Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	3
Supervisor With 3-years’ experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	1
General workers General workers can be used for loading branches and site cleaning. General labour required will vary as per project. Permanent labour	Vary per project

Human Resources	Minimum Amount
may be used on small projects. Additional Local labour must be hired when more than 10 trees are at one site or street	

PRICING SCHEDULE - CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES

Pricing of the item

- The item is priced for whole tree to be felled that is infected.
- The pricing must include equipment, the cutting down of the tree, removal of the branches and site clean-up
- The labour charge for and Artisan – Horticulturist, Supervisor, Semi-skilled labour – Chainsaw Operator and general worker is priced per hour.
- The kilometers for the light delivery vehicle must be charged from and measured per kilometer from Tshwane House in Madiba Street to the worksite. If the project manager requires various trees to be pruned at various sites on the same day in the same region, then the kilometers must be measured thereafter to the next site. This must be arranged with the project manager during the site visit or by written instruction and the determination of the bill of quantities on the quote for the purchase order creation.
- The cost of the disposal of the tree materials (cut waste materials) at City of Tshwane waste sites must be costed into the tender price for the removal of the tree and will not be paid for by the department/ project manager of the city.
- The pricing is charged for the thickness of the stem (diameter) 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 meter, then the tree will be priced as two.
- 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 meters.
- Medium sized trees may vary in height from 6m to 15 meters.
- Large sized trees may vary in height from 16m to 30 meters.
- Extra-large trees may be above 31metres. This includes large Eucalyptus trees or large fig trees.
- The pricing must include transport, equipment, felling process and the removal of the branches.
- All branches must be chipped on site and taken to a site to be treated.
- 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.
- The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item Long Description	Unit of Measure
C1.1	3030015	<p>ARBORICULTURE TREE SHOT HOLE STEM SIZE 5 CM - 30CM</p> <p>The diameter (Ø) of the tree trunk can vary from 5 cm to 30 cm. The estimated height of the tree can vary from 3 meters to 10 meters. The estimated width of the crown can vary from 3 to 10 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the chipping of the branches on site and the removal from the site and disposal of the chippings at a treatment site. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	<p>1 tree</p> <p>5 cm to 30 cm trunk</p>
C1.2	3030016	<p>ARBORICULTURE TREE SHOT HOLE STEM SIZE 31 CM - 60CM</p> <p>The diameter (Ø) of the tree trunk can vary from 31 cm to 60 cm. The estimated height of the tree can vary from 8 meters to 20 meters. The estimated width of the crown can vary from 5 to 15 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the chipping of the branches on site and the removal from the site and disposal of the chippings at a treatment site. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	<p>1 tree</p> <p>31 cm to 60 cm trunk</p>
C1.3	3030017	<p>ARBORICULTURE TREE SHOT HOLE STEM SIZE 61 CM - 90CM</p> <p>The diameter (Ø) of the tree trunk can vary from 61 cm to 90 cm. The estimated height of the tree can vary from 8 meters to 30 meters. The estimated width of the crown can vary from 8 to 20 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the chipping of the branches on site and the removal from the site and disposal of the chippings at a treatment site. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	<p>1 tree</p> <p>61 cm to 90 cm trunk</p>
C1.4	3030018	<p>ARBORICULTURE TREE SHOT HOLE STEM SIZE 91 CM - 120CM</p> <p>The diameter (Ø) of the tree trunk can vary from 91 cm to 120 cm. The estimated height of the tree can vary from 10 meters to 35 meters. The estimated width of the crown can vary from 10 to 40 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the chipping of the branches on site and the removal from the site and disposal of the chippings at a treatment site. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	<p>1 tree</p> <p>91 cm to 120 cm trunk</p>

C1.5	3030019	<p>ARBORICULTURE TREE SHOT HOLE STEM SIZE 121 CM - 150CM</p> <p>The diameter (Ø) of the tree trunk can vary from 121 cm to 150 cm. The estimated height of the tree can vary from 15 meters to 45 meters. The estimated width of the crown can vary from 15 to 45 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the chipping of the branches on site and the removal from the site and disposal of the chippings at a treatment site. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	<p>1 tree</p> <p>121cm to 150 cm trunk</p>
C1.6	3030020	<p>ARBORICULTURE TREE SHOT HOLE STEM SIZE 151 CM - 180CM</p> <p>The diameter (Ø) of the tree trunk can vary from 151 cm to 180 cm. The estimated height of the tree can vary from 20 meters to 45 meters. The estimated width of the crown can vary from 15 to 45 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the chipping of the branches on site and the removal from the site and disposal of the chippings at a treatment site. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	<p>1 tree</p> <p>151 cm to 180 cm trunk</p>
C1.7	3030021	<p>ARBORICULTURE TREE SHOT HOLE STEM SIZE 181CM></p> <p>The diameter (Ø) of the tree trunk can vary from 180 cm plus. The estimated height of the tree can vary from 40 meters plus. The estimated width of the crown can vary from 25 meters plus. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the chipping of the branches on site and the removal from the site and disposal of the chippings at a treatment site. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	<p>1 tree</p> <p>181+ cm trunk</p>
C1.8	3026017	<p>ARBORICULTURE TREE SHOT HOLE MECHANISED CHIPPER</p> <p>The hire of a mechanized chipper on site per day. This may include multiple trees to be chipped in one day at various sites.</p>	Per day
C1.9	3037768	<p>ARBORICULTURE TREE SHOT HOLE TRAVELLING - LIGHT DELIVERY VEHICLE</p> <p>Per kilometre as measured from the declared business premises. If from outside of Tshwane, then from Tshwane House to project site</p>	Per km
C1.10	3037769	<p>ARBORICULTURE TREE SHOT HOLE Cherry picker up 8m</p> <p>The 8m cherry picker will be used when ladders cannot be used due to the nature of the tree's branches and the overhang is unsafe to use a ladder. This includes the hire of a cherry picker with a certified SABS certificate for the day. This will be paid per day. Several trees can be pruned during the 8-hour period.</p>	per day
C1.11	3037772	<p>ARBORICULTURE TREE SHOT HOLE CRANE TRUCK</p> <p>The 8- or 10-ton crane truck will be used when the tree's branches and tree trunk are too heavy to load by hand. This includes the hire of a crane truck with a certified SABS certificate</p>	per day

		for the day. This will be paid per day. Several trees can be pruned or cut down during the 8-hour period	
C1.12	3037774	ARBORICULTURE TREE SHOT HOLE TIPPER TRUCK Tipper truck specially adapted to accommodate chippings from the chipper or used for loading branches.	per day
C1.13	3037775	ARBORICULTURE TREE SHOT HOLE LABOUR ARTISAN Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma). Arbor specialist – (minimum of 5 years' experience – with proof provided).	Per hour
C1.14	3037776	ARBORICULTURE TREE SHOT HOLE SUPERVISOR With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Per hour
C1.15	3037777	ARBORICULTURE TREE SHOT HOLE Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Per hour
C1.16	3037778	ARBORICULTURE TREE SHOT HOLE Labour – General Worker Required for the loading of branches and site clearing	Per Hour

2.5 SECTION D – CONTROL OF ALIEN VEGETATION

Item D1	Mechanical removal of alien plant species
Item D2	Chemical Removal of Alien Plant Species

The Sections purpose is to control alien invasive weeds in public parks, public open spaces, public road reserves and on other municipal properties and depots.

This section can also be used for the clearing of integrated bushed areas where weeds, long grass, invasive plants and shrubs and invasive trees are growing in an area which due to safety issues needs to be cleared. The area can also be integrated with indigenous *Acacia karroo* which tend to grow in a thicket inhibiting any grass or other plants from growing and therefore causing security and safety risks in certain areas in public open spaces and on public road reserves.

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

- Wild and invasive grasses and weeds
- Alien Shrubs and bushes (particularly lantana and bug weeds)
- Invasive climbers
- Invasive reeds (usually found near some water sources)
- Large shrubby weeds,
- Overgrown thickets of acacia karroo

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 following are examples of various Alien weeds commonly found in Tshwane which may be required to be removed.

Alien Type	Genus species	Common name
Reeds	Arundo domax	Spanish reed
Shrub	Cestrum aurantiacum	Yellow cestrum
Shrub	Solanum mauritianum	Bug weed
Shrub	Tecoma stans	Yellow bells
Shrub	Lantana camara	Common lantana
Shrub	Ligustrum lucidum	Japanese wax leaf
Tree	Melia azedarach	Seringa
Tree	Morus nigra	Black bulberry
Tree	Acacia mearnsii	Black wattle
Tree	Robinia pseudoacacia	Black locust thorn
Tree	Eucalyptus species (invaders)	Blue gums
perennial	Campuloclinium macrocephalum	Pompom weed
perennial	Canna indica	Garden canna
Climber	Macfadyena unguis-cati	Cats claw creeper
Climber	Ipomoea	Morning glory

The Alien invasive weeds can either be removed mechanically or killer with the use of chemicals.

2.5.1 MECHANICAL REMOVAL OF ALIEN PLANT SPECIES

The removal of Alien vegetation though the use of mechanical equipment or chemicals.

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 for by the contractor. No Municipal owned or leased equipment may be used for this purpose.

Procedure:

- This item is required as-and-when a department requires alien vegetation to be removed the project manager will contact the contractor for a site visit.
- At 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 project manager must inform the contractor if they intend to remove the roots of the shrubs and bushes, invasive climbers, and invasive reeds or leave them in the ground. If the decision is to leave them on the ground, then they must be treated with 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).
- Wild and invasive grasses and weeds can be cut using brush cutters.
- Alien trees, shrubs and bushes (particularly lantana and bug weeds) will either need to be cut with a brush cutter with a blade, 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 clippings can be left.
- Alien trees, 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 woody materials including branches of shrubby invaders like lantana from the site within seven 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 while the job is in process.
- Treat the stumps behind in the ground with **Herbicide gel**.
 - 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

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.
- All chainsaw operators must be issued and must at all times wear the personal protective clothing as prescribed; namely safety boots, foresters' helmet and visor, prescribed hand gloves for chainsaw use, trousers and jacket made specifically for chainsaw use.
- Other staff using brush cutters and clearing saws must also wear personal protective equipment, namely trousers and jackets, a hard hat, leather gloves, eye goggles, shin guards.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.

CHEMICAL REMOVAL OF ALIEN PLANT SPECIES

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 environmentally friendly and registered for the specific species on which the treatment will be executed, and it must be agreed upon by the project manager of City of Tshwane.

The Chemical control of Alien Plants Procedure:

- This item is required as-and-when a department requires the alien plants to be sprayed the project manager will contact the contractor for a site visit.
- At 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 per m².
- 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 photo's 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.
- **The Following is required:**

- Treat the invader weeds with a registered herbicide when they are actively growing.
- Ensure that registered herbicides are mixed according to label application rates.
- Ensure staff are wearing the correct prescribed personal protective equipment (PPE) at all times for chemical sprayers.
- Spray when the sun is shining so that the herbicide can be more effective and absorbed by the plant and dry before sunset.
- Apply spray to the leaves and stems of the invaders plants as prescribed.
- A registered wetting agent should be added to the herbicide mix for herbicides compatible for wetting agent mixing to allow for better absorption especially in the rainy season.
- Stump treatments are done to freshly cut tree stumps.

Spraying may not be done under the following conditions:

- No Spraying during strong wind, or where there is the slightest evidence of drift into sensitive natural areas.
- No Mix herbicides in environmentally sensitive areas where the environment can be contaminated.
- No Spraying during excessive heat conditions.
- No spraying when the invader weeds are stressed or dormant.
- No spraying in the rain or on wet, damp leaves or if there is a chance of rain.
- No spraying in areas where the herbicide will contaminate any people and animals.
- No spraying in or near any water source which will contaminate the water and or kill any fish or other wildlife.
- No Tree stump killers may be mixed with diesel.

Herbicides

- The herbicide to be sprayed must be decided in consultation with the project manager before a quote is issued. 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
Triclopyr 360g/L.	Spray as a foliar spray and stump treatment
Triclopyr 480 g/L	Spray as a foliar spray and stump treatment
Picloram (pyridine carboxylic acid) (as potassium salt) 50g/kg Triclopyr (pyridine carboxylic acid) (as tiethylamine salt) 50 g/kg	Gel treatment of cut stumps
Glyphosate (phosphonic acid) (acid equivalent) 360g/L Glyphosate (phosphocic acid) (isopropylamine salt) 480g/lt. (5 litre container)	Foliar spray on small shrubs climbers, etc.

Post spraying Site Requirements:

- Remove all empty herbicide containers from the site.
- All mixed herbicide in the knapsack must be sprayed out at the site on the invader weeds or removed 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 Occupational Health and Safety requirements.
- MSDS and labels must be provided to the project manager before any spraying commences.
- When spraying is taking place signage should be placed around the area warning people not to enter.
- The work site should be cordoned off if possible.
- 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 always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ MATERIALS/ VEHICLES/ AND HUMAN RESOURCES REQUIRED FOR CONTROL OF ALIEN VEGETATION

The following is required for this section:

A. Equipment

Type of equipment	Minimum Amount
Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	2 (mandatory)
Pole pruner – minimum length 2metres (with a 12” inch guide bar) (Battery or petrol)	1 (mandatory)
Brush cutter with nylon cutting head or steel cutting head – petrol with a minimum 2 kW two-stroke petrol engine	2 (mandatory)
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	10
15L Knapsack poison sprayer	2

B. Vehicles

Type of equipment	Minimum Amount
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1 (mandatory) (can be hired as and when required)
7-ton flatbed truck (must have valid licensing papers)	1 (optional) (can be hired as and when required)
Tipper truck specially adapted to accommodate plant material for dumping (must have valid licensing papers)	1 (mandatory) (can be hired as and when required)
The Contractor shall always, furnish and maintain equipment necessary to perform all of the work under any condition resulting from the contract.	

The contractor may own or hire such equipment.
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C. Human Resources

Human Resources	Minimum Amount
Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Or Arbor specialist – (minimum of 5 years' experience – with proof provided). Or a person having a Certificate in Invader Management	1
Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	1
Semi-Skilled labour Brush cutter operators (qualified with training certificate Copies - AGRISETA / Registered service provider)	3
Semi-Skilled labour Poison Sprayer Applicators (qualified with training certificate Copies - AGRISETA / Registered service provider)	1
Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	1
General workers General workers can be used for loading branches and site cleaning. General labour required will vary as per project. Permanent labour may be used on small projects.	Vary per project

SECTION D – PRICING SCHEDULE -CONTROL OF ALIEN VEGETATION

- The pricing must include equipment, the cutting down of the tree, shrub, climber and removal of the cut plant material and site clean-up
- The labour charge for and Artisan – Horticulturist, Supervisor, Semi-skilled labour – Chainsaw Operator and general worker is priced per hour.
- The kilometers for the light delivery vehicle must be charged from and measured per kilometer from Tshwane House in Madiba Street to the worksite. If the project manager requires various trees to be pruned at various sites on the same day in the same region, then the kilometers must be measured thereafter to the next site. This must be arranged with the project manager during the site visit or by written instruction and the determination of the bill of quantities on the quote for the purchase order creation.
- The cost of the disposal of the tree materials (cut waste materials) at City of Tshwane waste sites must be costed into the tender price for the removal of the tree and will not be paid for by the department/ project manager of the city.
- The pricing must include the use of the equipment.
- Pricing is done per square metre based on the surface area covered by

the crown of the alien plant, grassed area.

- The price must also include the removal of the cut plant material where specified.
- Price must include the mechanical cutting of the listed alien plants.
- The price must include herbicide treatment of roots/stumps as and when required.
- The pricing or spraying must include the equipment and spraying process.
- The price must include the cost of the herbicide.
- The pricing is done square metre of infestation.
- The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item long Description	Unit of measure
D.1	3024005	ARBORICULTURE CONTROL MECHANICAL GRASS The grass is cut with a brush cutter to a maximum of 5cm from the ground. Any other weeds between the grass must also be cut. The cut grass can remain on site	Per m ²
D.2	3024007	ARBORICULTURE CONTROL MECHANICAL SHRUB BUSH Shrubs are cut off at ground level using hand or mechanical equipment. Remaining roots are treated with herbicides. All branches are removed from the site.	Per m ²
D.3	3024008	ARBORICULTURE CONTROL MECHANICAL CLIMBER The climber must be removed from the area where it is growing and cut off at the roots and the roots must be treated with herbicide. All branches of the climber must be removed from site	Per m ²
D.4	3024009	ARBORICULTURE CONTROL MECHANICAL REEDS The reeds must be cut off using hand or mechanical tools. The reeds cut off must be removed from the site, the remaining rhizomes can be removed if on the surface otherwise remaining stalks must be treated with a herbicide. This will differ per variety of reed.	Per m ²
D.5	3037782	ARBORICULTURE ALIEN TREE REMOVE STEM SIZE 5 CM - 30CM The diameter (Ø) of the tree trunk can vary from 5 cm to 30 cm. The estimated height of the tree can vary from 3 meters to 10 meters. The estimated width of the crown can vary from 3 to 10 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.	1 tree (5 cm - 30cm trunk)

Item	SERVICE/ SAP no.	Item long Description	Unit of measure
D.6	3037783	<p>ARBORICULTURE ALIEN TREE REMOVE STEM SIZE 31 CM - 60CM</p> <p>The diameter (Ø) of the tree trunk can vary from 31 cm to 60 cm. The estimated height of the tree can vary from 8 meters to 20 meters. The estimated width of the crown can vary from 5 to 15 meters. The service includes cutting down of the entire tree, the use of chainsaws, pole-pruners to cut down the tree to above soil level. This includes the use of ladders, ropes etc to climb the tree and secure and drop the branches. This includes the cutting up of the branches, the loading of the branches and the removal from the site and disposal of the cut tree stump and branches. The site must be left clean of all branches. The stump must be cut up to 3cm below ground level. All wood chips must be cleared from the site. The remaining sump must be treated with a stump herbicide.</p>	1 tree (31 cm - 60cm trunk)
D 7	3024010	<p>ARBORICULTURE CONTROL CHEMICAL GRASS REED</p> <p>The control includes the cost of the poison, the mixing and spraying of the grasses per m² with the herbicide - Glyphosate (phosphonic acid) (acid equivalent) 360g/L. Glyphosate (phosphoric acid) (isopropylamine salt) 480g/Lt.</p>	Per m ²
D 8	3024012	<p>ARBORICULTURE CONTROL CHEMICAL PLANT CLIMBER</p> <p>The control includes the cost of the poison, the mixing and spraying of the climbers per m² with the herbicide - Triclopyr 480 g/L</p>	Per m ²
D 9	3024013	<p>ARBORICULTURE CONTROL CHEMICAL SHRUB</p> <p>The control includes the cost of the poison, the mixing and spraying of the shrubs per m² with the herbicide - Triclopyr 480 g/L</p>	Per m ²
D 10	3024014	<p>ARBORICULTURE CONTROL CHEMICAL STUMP TREE 5 – 60cm diameter</p> <p>The control includes the painting on of the gel herbicide onto cut tree stumps with Picloram (pyridine carboxylic acid) (as potassium salt) 50g/kg. Triclopyr (pyridine carboxylic acid) (as triethylamine salt) 50 g/kg</p>	Per 100 ml applied
D11	3037768	<p>TRAVELLING - LIGHT DELIVERY VEHICLE</p> <p>Per kilometre as measured from the declared business premises. If from outside of Tshwane, then from Tshwane House to project site</p>	Per KM
D12	3037773	<p>ARBORICULTURE TREE RELOCATION/TRANSPLANT FLATBED TRUCK</p> <p>7-ton flatbed truck for loading branches and trees to be transplanted when transported from one site to another.</p>	Per day
D13	3037790	<p>Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Or Arbor specialist – (minimum of 5 years' experience – with proof provided). Or a person having a Certificate in Invader Management</p>	Per hour
D14	3037791	Semi-Skilled labour	Per hour

Item	SERVICE/ SAP no.	Item long Description	Unit of measure
		Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	
D15	3037792	Semi-Skilled labour Brush cutter operators (qualified with training certificate Copies - AGRISETA / Registered service provider)	Per hour
D16	3037793	Semi-Skilled labour Poison Sprayer Applicators (qualified with training certificate Copies - AGRISETA / Registered service provider)	Per hour
D17	3037776	Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Per hour
D18	3037778	General workers General workers can be used for loading branches and site cleaning. General labour required will vary as per project. Permanent labour may be used on small projects.	Per hour

2.6 SECTION E - AFFORESTATION AND TREE MAINTENANCE.

- Item E1 - Afforestation (Tree Planting)
- Item E2 - Tree Watering and Maintenance

2.6.1 ITEM E1: AFFORESTATION (TREE PLANTING)

Description

Afforestation basically means the planting of trees. The tree planting can take place on a public road reserve, in a park, public open space, traffic island, in a natural area or on any municipal property.

The city plants mostly indigenous trees on public road reserves and parks, but also plants fruit trees and exotic trees.

Tree planting can be done singularly, or trees can be in a whole street, suburb or depending on the Departments requirements.

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

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

Afforestation Procedure:

- This item is required as-and-when a department requires a tree or trees to be planted the project manager will contact the contractor for a site visit.
- The Site, the tree spacing and tree species to be planted will be determined by project manager.
- The project manager is to specify if trees should be supplied by the

bidder or will the City supply the trees.

- As the site visit the bidder must provide the project manager 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 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 bidder has been issued with the Purchase Order then the planting process may commence.
- Before and after photo's will be required from the contractor with submission of invoice.

Afforestation planting Requirements:

- A Wayleave application must be submitted by the project manager to Department Roads and Storm water when trees are planted on the public road reserve when new streets are planted with street trees and permission obtained prior to planting. Any damage to services by the contractor will be for the cost of the contractor if proper procedures are not followed.
- A wayleave is not required for planting trees on property like parks, resorts, depots, natural areas where there are no services. No trees are allowed to be planted on a utility's servitude.
- 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 public road reserve.
- If a tree is being planted on a very narrow street then the contractor is responsible for diverting 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 to repair if due to their negligence. This includes municipal infrastructure or private property. If the project manager has instructed the bidder to plant trees in areas
- The following hole sizes are
 - 20 litre Container: Dig a hole (Length x Width x Depth) 75cm x 75cm x 75cm.
 - 50 litre containers: 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 it with a minimum of 75 liters of water.
- Anchor the tree with 2 x 3m anchors opposite each other (bottom 1 meter 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. (wooden 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 City)

Post Afforestation Site Requirements:

- Complete removal of all plastic bags and containers from the site after planting.
- Level off the area surrounding 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 if requested by the project manager.
- All trees planted will be inspected monthly and all incorrect species and dead trees will have to be replaced at the cost of 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 BIDDER.

For this item these are the specifications which the bidder 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 bidder to source 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 not be 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>Bolusanthus speciosus</i>	Tree wisteria	<i>Olea europaea ssp. Africana</i>	Wild Olive
<i>Celtis africana</i>	White stinkwood	<i>Pappea capensis</i>	Jacket plum
<i>Combretum erythrophyllum</i>	Bushveld willow	<i>Philenoptera violacea</i>	Apple leaf
<i>Combretum kraussii</i>	Forest bushwillow	<i>Pittosporum viridiflorum</i>	cheesewood
<i>Dombeya rotundifolia</i>	Common wild pear	<i>Ptaeroxylon obliquum</i>	Sneeze wood
<i>Ekebergia Capensis</i>	Cape Ash	<i>Schotia brachypetala</i>	Weeping boer bean
<i>Galpinia transvaalica</i>	Transvaal privet	<i>Syzygium cordatum</i>	Water berry
<i>Harpephyllum caffrum</i>	Wild Plum	<i>Warburgia salutaris</i>	Pepper Bark

Genus species	Common Name	Genus species	Common Name
<i>Heteropyxis natalensis</i>	Lavender tree	Fruit tree – 20l	Lemons/ naartjies/ peaches
<i>Kigelia africana</i>	Sausage tree	<i>Liquidambar styraciflua</i>	Sweet Gum
<i>Kirkia acuminata</i>	White seringa	<i>Jacaranda mimosifolia</i>	jacaranda
<i>Millettia grandis</i>	Umzimbeet		

OCCUPATIONAL HEALTH AND SAFETY

The following Occupational Health and Safety is required to be complied with.

- 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 trousers and a jacket, a hard hat, and leather gloves.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.

2.6.2 ITEM E2: 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:

- This item is required as-and-when a department requires when trees need to be watered and maintained. The project manager 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 the rim of the weir around the planted 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 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 they work 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 trousers and a jacket, a hard hat, leather gloves.
- There must be a First Aid box available in the vehicle.
- The Contractor must always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ MATERIALS/ VEHICLES/ AND HUMAN RESOURCES REQUIRED FOR SECTION E - AFFORESTATION AND TREE MAINTENANCE

The following equipment, vehicles, human resources and materials are required for this item:

A. Equipment

Type of equipment	Minimum Amount
Hand Tools - Spades – standard Garden	5
Hand Tools - picks – standard	5
Hand Tools - Pruning shears/ lopping shears	5
Stakes/ rope/ tree ties	Required as per planting and maintenance action
Work in process/ Danger signage	2
Cones rubber – 450mm Red reflective	10
The Contractor shall at all times, service and maintain equipment necessary to perform all 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	

B. Vehicles

Type of equipment	Minimum Amount
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1 mandatory) (can be hired as and when required)
Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with a hose to water the trees. This is then pulled but an LDV or tractor on site. (must have valid licensing papers)	1 mandatory) (can be hired as and when required)
The Contractor shall always, furnish and maintain the vehicles necessary to perform all the work under any condition resulting from the contract. Vehicles must be roadworthy and licensed.	

C. Human Resources

Human Resources	Minimum Amount
Labour Artisan Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma)	1
SUPERVISOR With 3-years' experience of tree maintenance with Occupational Health and safety Certificate and First Aid Training Certificate.	1
General workers General labour required will vary as per project. Permanent labour may be used on small projects. Additional Local labour must be hired when more than 20 trees are planted at one site or street	Vary per project

SECTION E – PRICING - AFFORESTATION AND TREE MAINTENANCE

The following must be considered when pricing:

- This service can be required across all 7 Regions.
- The Maintenance and watering will have a minimum threshold of 10 per park or public open space or per street.

- Maintenance and watering should be done every 7 days for the first 3 months after planting, but this may vary according to the department's requirements.
- The item is priced per unit of measure.
- The pricing must include equipment required to plant and service the trees.
- The labour charge for and Artisan – Horticulturist, Supervisor, Semi-skilled labour – Chainsaw Operator and general worker is priced per hour.
- The kilometers for the light delivery vehicle must be charged from and measured per kilometer from Tshwane House in Madiba Street to the worksite. If the project manager requires various trees to be pruned at various sites on the same day in the same region, then the kilometers must be measured thereafter to the next site. This must be arranged with the project manager during the site visit or by written instruction and the determination of the bill of quantities on the quote for the purchase order creation.
- The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

ITEM	SAP NO.	ITEM LONG DESCRIPTION	UNIT OF MEASURE
E1		SUPPLY AN INDIGENOUS TREE IN A 50-LITRE CONTAINER. Price includes supply and delivery of the tree to the project site.	1 tree
E2		SUPPLY AN INDIGENOUS TREE IN A 100-LITRE CONTAINER. Price includes supply and delivery of the tree to the project site.	1 tree
E3		SUPPLY AN INDIGENOUS TREE IN A 200-LITRE CONTAINER. Price includes supply and delivery of the tree to the project site.	1 tree
E4		SUPPLY A 30 DM ³ BAG OF COMPOST Price includes supply and delivery of the compost to the project site.	1 bag
E5		ARBORICULTURE AFFORESTATION TREE PLANTING 20L Price includes digging of the 50cm cubic hole, supply of polymer time release gel, planting the tree, creation of a water weir around the tree, staking the tree, watering the tree and site cleanup	1 tree planted
E6		ARBORICULTURE AFFORESTATION/TREE PLANTING 50L Price includes digging of the 750cm cubic hole, supply of polymer time release gel, planting the tree, staking the tree, watering the tree and site cleanup	1 tree planted
E7		ARBORICULTURE AFFORESTATION /TREE PLANTING 100L Price includes digging of the 1 m cubic hole, supply of polymer time release gel, planting the tree, staking the tree, watering the tree and site cleanup	1 tree planted
E8		ARBORICULTURE AFFORESTATION /TREE PLANTING 200L Price includes digging of the 1.5m cubic hole, supply of polymer time release gel, planting the tree, staking the tree, watering the tree and site cleanup	1 tree planted

ITEM	SAP NO.	ITEM LONG DESCRIPTION	UNIT OF MEASURE
E9		ARBORICULTURE TREE WATERING/MAINTENANCE The price includes the providing the tree with 10 litres of watering, weeding the 1m ² weir around the tree base, pruning any shoots growing on the stem 1m from the ground.	1 tree watered
E10	3037768	ARBORICULTURE TREE WOODEN TREE STAKES The Price includes the Supply delivery and installation of Wooden saligna dropper 2.4 metres - Thickness – diameter 20 to 32 mm.	1 tree staked
E11	3037775	TRAVELLING - LIGHT DELIVERY VEHICLE Per kilometre as measured from the declared business premises. If from outside of Tshwane, then from Tshwane House to project site	Per km
E12	3037775	Labour Artisan Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) to supervise the planning, digging of the holes and planting of the trees. Supervise the maintenance and watering of the trees.	Per hour
E13	3037776	SUPERVISOR With 3-years' experience of tree maintenance with Occupational Health and safety Certificate and First Aid Training Certificate.	Per hour
E14	3037778	Labour – General Worker The digging of the holes for the trees. Planting of the trees. The watering and maintenance of the trees.	Per Hour

2.6.2 SECTION F – RELOCATION OF OPEN GROUND TREES

Item F1 - Relocation of open ground trees (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:
 - The 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 on 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 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 evaporation-transpiration rate is high and the transplanted trees will be under stress when transplanting work is taking place during that time.

Tree Relocation Procedure:

- This item is required as-and-when a department requires a tree to be relocated, the contact person will contact the contractor for a site visit.
- The project manager and the contractor will visit the relocation site as well to see where the tree must be relocated to.
- At 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 for the operations and prepared in advance. Digging and root pruning tools shall be sharp and clean 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 60% 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 60% of the original crown) can be carried out to remove unhealthy, damaged, diseased, dead and crossed branches to minimize susceptibility to pests and diseases.
- Treat pruned branches with a registered tree seal product.
- Branches need 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 for the 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 the 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 the 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 to enable direct delivery to the receptor site. No transplanting operations should commence until the receptor site is fully prepared.
- The uplifted tree must be transplanted and watered the same day. Watering before lifting is recommended. Lifting and handling of root-bald 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

- 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, filling 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 the 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 for watering and maintaining 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 organic pelleted 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.

Occupational Health and Safety

- All work should proceed according to and comply with all Occupational 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 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 times wear the personal protective clothing as prescribed; namely safety boots, foresters' helmet and visor, prescribed hand gloves for chainsaw use, a pair of trousers and jacket made specifically for chainsaw use.
- Other staff used to load branches must also wear personal protective equipment, namely trousers and a jacket, 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 always have a competent supervisor on site when work is in progress, and that this supervisor enforces safe work practices.

EQUIPMENT/ MATERIALS/ VEHICLES/ AND HUMAN RESOURCES REQUIRED FOR

The following equipment, vehicles, human resources and materials are required for this section:

A. Equipment

Type of equipment	Minimum Amount
Spades – standard Garden	5
picks – standard	5
Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	1
Pruning saws	2
6m extension ladder	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	10
The Contractor shall always, service and maintain equipment necessary to perform all 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 period of the contract	

B. Vehicles

Type of equipment	Minimum Amount
Crane truck to lift up to 10 000kg (can be hired) (must have valid licensing papers) or agreement with Crane Hire	1 mandatory) (can be hired as and when required)
Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with hose connection.	1 mandatory) (can be hired as and when required)
7-ton flatbed truck (must have valid licensing papers)	1 mandatory) (can be hired as and when required)
Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	1 mandatory) (can be hired as and when required)

The Contractor shall always, furnish and maintain vehicles 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.

C. Human Resources

Human Resources	Minimum Amount
Labour Artisan Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided). Incumbent with Occupational Health and safety Certificate and First Aid Training Certificate	1
Semi-Skilled labour Chainsaw operator. (qualified with training certificate Copies - AGRISETA / Registered service provider)	1
SUPERVISOR With 3-years' experience of tree maintenance with Occupational Health and safety Certificate and First Aid Training Certificate.	1
General workers General labour required will vary as per project. Permanent labour may be used on small projects. Additional Local labour must be hired when more than 20 trees are planted at one site or street	May vary per project

SECTION F – PRICING - RELOCATION OF OPEN GROUND TREES

The following must be considered when pricing:

- The item is priced per tree to be relocated from one sight to another and includes the use of hand equipment and tools.
- The Unit price for after-care must be done for tree for 3 months or period as specified by the project manager 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 labour charge for and Artisan – Horticulturist, Supervisor, Semi-skilled labour – Chainsaw Operator and general worker is priced per hour.
- The kilometers for the light delivery vehicle must be charged from and

measured per kilometer from Tshwane House in Madiba Street to the worksite. If the project manager requires various trees to be pruned at various sites on the same day in the same region, then the kilometers must be measured thereafter to the next site. This must be arranged with the project manager during the site visit or by written instruction and the determination of the bill of quantities on the quote for the purchase order creation.

- The cost of the disposal of the tree materials (cut waste materials) at City of Tshwane waste sites must be costed into the tender price for the removal of the tree and will not be paid for by the department/ project manager of the city.
- The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SAP NO.	ITEM LONG DESCRIPTION	Unit of measure
F1.1	3026044	ARBORICULTURE TREE RELOCATION/TRANSPLANT >50cm The service includes the pruning and cutting back of the crown of the tree. The trenching around the main stem of the tree. The pruning of the roots of the tree to be relocated. The covering of the root ball with hessian. The lifting of the tree and transport to the new site. The digging and preparation of the new hole for the tree. The placing of the tree in the new hole. Closing of the hole and watering of the tree. The securing of the tree with ropes if required. Clearing of both sites.	1 tree - >50cm
F1.2	3026045	ARBORICULTURE TREE RELOCATION/TRANSPLANT 51-100CM The service includes the pruning and cutting back of the crown of the tree. The trenching around the main stem of the tree. The pruning of the roots of the tree to be relocated. The covering of the root ball with hessian. The lifting of the tree and transport to the new site. The digging and preparation of the new hole for the tree. The placing of the tree in the new hole. Closing of the hole and watering of the tree. The securing of the tree with ropes if required. Clearing of both sites.	1 tree - 51-100CM
F1.3	3026046	ARBORICULTURE TREE RELOCATION/TRANSPLANT 101-150CM The service includes the pruning and cutting back of the crown of the tree. The trenching around the main stem of the tree. The pruning of the roots of the tree to be relocated. The covering of the root ball with hessian. The lifting of the tree and transport to the new site. The digging and preparation of the new hole for the tree. The placing of the tree in the new hole. Closing of the hole and watering of the tree. The securing of the tree with ropes if required. Clearing of both sites.	1 tree - 101-150CM
F1.4	3030025	ARBORICULTURE TREE RELOCATION/TRANSPLANT 151-200CM The service includes the pruning and cutting back of the crown of the tree. The trenching around the main stem of the tree. The pruning of the roots of the tree to be relocated. The covering of the root ball with hessian. The lifting of the tree and transport to the new site. The digging and preparation of the new hole for the tree. The placing of the tree in the new hole. Closing of the hole and watering of the tree. The securing of the tree with ropes if required. Clearing of both sites.	1 tree - 151-200CM

Item	SAP NO.	ITEM LONG DESCRIPTION	Unit of measure
F1.5	3037768	ARBORICULTURE TREE RELOCATION/TRANSPLANT AFTER CARE The tree will be required to be watered with 50 to 100 litres of water. The weeds need to be removed from the weir around the trees. Apply 250ml of organic pelleted fertilizers to the weir after 4 weeks.	1 tree per week
F1.6	3037772	TRAVELLING - LIGHT DELIVERY VEHICLE Per kilometre as measured from the declared business premises. If from outside of Tshwane, then from Tshwane House to project site	Per km
F1.7	3037773	ARBORICULTURE TREE RELOCATION/TRANSPLANT CRANE TRUCK The 8- or 10-ton crane truck will be used when the tree's branches and tree trunk are too heavy to load by hand. This includes the hire of a crane truck with a certified SABS certificate for the day. This will be paid per day. A few trees can be pruned or cut down during the 8-hour period	per day
F1.8	3037775	ARBORICULTURE TREE RELOCATION/TRANSPLANT FLATBED TRUCK 7-ton flatbed truck for loading branches and trees to be transplanted when transported from one site to another.	per day
F1.9	3037776	Labour Artisan Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) to supervise the planning, digging of the holes and planting of the trees. Supervise the maintenance and watering of the trees.	Per hour
F1.10	3037776	SEMI- SKILLED LABOUR Chainsaw operator	Per hour
F1.11		SUPERVISOR With 3-years' experience of tree maintenance with Occupational Health and safety Certificate and First Aid Training Certificate.	Per Hour
F1.12		LABOUR – GENERAL WORKER The digging of the holes for the trees. Planting of the trees. The watering and maintenance of the trees.	Per Hour

2.7. GENERAL CONDITIONS

The following general specifications must be complied with and requested documents attached on the tender submission.

2.7.1 Labour

In implementing the scope and activities of this project, the bidder 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 (EPWP) especially during the mechanical Alien control. The bidder will be responsible for the training of these staff members.

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

The bidder will be required to supply the Personal Protective Clothing.

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

2.7.2 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 the 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 always have a stump grinder/ woodchipper machines available.
- 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.

2.7.3 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) includes 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.

2.7.4 INSURANCE

The following proof will be required by the successful bidder or bidders, after receiving the appointment letters:

- All Risk Insurance covers all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.
- Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R5-million per claim with the number of claims unlimited.
- SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.
- In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Sub-contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Sub-contractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.
- Proof must also be submitted that the Contractor complies with the conditions of the following legislation at appointment:
 - Compensation for Occupational Injuries and diseases, 1993.
 - Unemployment Insurance Act, 1996.
 - The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.
- Public Liability insurance cover in the name of the contractor. The minimum limit of indemnity for any one event is R5 million and the number of claims will be unlimited.
- The insurance period must be specified in the
- Insurance Policy.

- The rights and interests of the City of Tshwane must be noted in the Insurance Policy in the form of an endorsement.

2.7.5 RETENTIONS

Retention can result due to the following reasons:

- when the work is not completed.
- poor workmanship.
- Damage done to private or municipal property due to poor workmanship.

2.7.6 FINES

The successful bidder can be fined under the following circumstances.

- The staff are not wearing the proper safety equipment (PPE) as the tender specified.

The fine will be decided upon by the project manager in conjunction with the Department. The bidder will be informed officially in writing and the fine will be 5% for a first offence, 10% for a second offence and 15% for a third offence of the total cost of that work order invoice.

If the bidder continues to break the conditions of the tender more than three times, then it could lead to termination and processes will be followed as prescribed by Supply Chain Management.

2.7.7 SUSPENSIONS

The contract with the successful bidder can be suspended under the following circumstances.

- The vehicles of the bidder are not licensed when carrying out the work.
- The SABS certificates have expired for lifting equipment.
- If the bidder's insurance lapses during the tender period.
- If the bidder violates National laws or municipal by-laws, then the bidder will be charged accordingly and the contract suspended.

2.7.8 TERMINATIONS

The contract with the successful bidder can be terminated under the following circumstances.

- If the labour, vehicles and equipment specified are no longer available for the section appointed on the tender.
- If the bidder violates the terms of the Service Level Agreement (SLA) and is fined more than three times.
- If the bidder due to gross negligence destroys City of Tshwane property by cutting down trees and damages municipal or private property.
- If the bidder uses un-certified staff to carry out the work that they are not certified to do.

2.7.9 DISPUTES

The bidder has the right to declare a dispute with the City of Tshwane. A committee will then be established by the Divisional Head: Environmental Management and Parks or his designate with the relevant project manager and the relevant Department and the contractor.

Once the dispute has been heard, the decision of the committee will be final.

2.7.10 OCCUPATIONAL HEALTH AND SAFETY (SABS 072:1993)

All bidders must comply with the following Occupational Health and Safety Standards.

Only successful bidders are required to submit an OHS Safety File, after receipt of appointment letters, an Occupational Health and Safety file must be provided to the project manager in hard copy for approval on appointment. After approval an electronic version must be provided. This file needs to be constantly updated by the successful bidders throughout the tender period.

This must contain the following:

- The Appointment letter and certificate of the Occupational Health and Safety Officer.
- The Appointment letter and certificate of the First Aider.
- Training certificates for all the chainsaw operators.
- Signed Personal Protective Equipment issue papers for the staff, including clothes, footwear and breathing apparatus, at the start of the tender.
- Copy of the license discs for all vehicles used for this tender
- Copies of valid driver's licenses of vehicles.
- Copies of any equipment certifications that are required to be tested (SABS) annually if owned. The certificate must be submitted on the occasion the equipment is hired.
- Proof of First Aid box and register of stock.
- Fire Extinguisher service records (as per vehicle).
- Photos of the warning signs for work site operations.
- Copy of the inspection record of the first aid box (per vehicle) (Monthly)
- Material Safety Data Sheets for any chemicals or herbicides used for the tender.
- Copies of the Pest controller's Pest Control Operators valid certificate.(Section D)
- Copies of the companies Occupational Health and Safety Meetings.

3. DELIVERABLES

- 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 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 bidder, the bidder 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 bidders shall negotiate with companies to hire stump grinder machines and mechanical woodchippers, 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 should 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 project manager.

4. STAGES OF EVALUATION

This bid will be evaluated in three stages namely:

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

4.1 Stage 1 - ADMINISTRATIVE COMPLIANCE

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

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's municipal service charges, rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders municipal service charges, rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement, or signed lease agreement or letter from the local councillor provided for the company's owners / members / directors / major shareholders? Are municipal service charges, rates and taxes up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		All documents fully completed (i.e. no blank spaces), All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required, Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms , will not be considered)

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

4.2 STAGE 2 - MANDATORY REQUIREMENTS

The bidder must comply with the following for the sections bid on:

- The bidders must compile a profile of evidence as per table of evidence. According to the section that is being bid for. The TABLE OF EVIDENCE to be submitted is to be submitted per section. One file can be used for this as

long as the Sections are clearly marked and divided. Ensure that all documents are in the same order as the check list as provided per item. This document must be binded, and the company logo/ signage must be in all the photos.

- Failure to supply the documents as required by the TABLE OF EVIDENCE in tables 1, 2, 3, 4, 5, and 6 will lead to disqualification for the section which is incomplete. Bidders not complying with the evidence required will also be disqualified for the section which is incomplete.

SECTION A – CUTTING DOWN OF TREES

- Item 1 - Cutting down Trees
- Item 2 - Emergency tree Cutting down
- Item 3 - Tree Stump Removal

The following mandatory evidence must be provided to qualify for this section.

NOTE: The table is a list of the evidence required. The bidder must submit the evidence as required and file it according to the Section Number. The Yes/NO is not for the bidder to fill in.

Table 1: Table of evidence

	TABLE OF EVIDENCE	SECTION A – CUTTING DOWN OF TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment - Hand	Pruning saws Photographic evidence required displayed next to one of branded vehicles		
2	Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	Proof of ownership. Photographic evidence		
3	Equipment - ladders	6m extension ladder (extending to 12 metres). Photographic evidence required		
4	Light Delivery vehicle – 1-ton minimum	Copies of the valid licensing papers or current lease agreement must be submitted		
5	Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		

	TABLE OF EVIDENCE	SECTION A – CUTTING DOWN OF TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
6	Truck with mounted lift for exceptionally high trees. (cherry picker or crane truck Lift height minimum 17 m (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
7	Truck with mounted lift for the lifting and removal of heavy tree stumps and stems from the site. (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
8	Tipper truck specially adapted to accommodate chippings from the chipper (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
9	Wood/tree chipper – The chipper must be able to chip branches up to 457mm in diameter. (must have valid licensing papers)	Photographs of the small stump grinder and proof of ownership		
10	Stump grinder – Small portable	Photographs of the small stump grinder and proof of ownership		
11	Stump grinder – larger mechanical	Photographs of the large stump grinder and proof of ownership		
12	Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided).	Provide a CV with proof of the 5 years' experience. Provide Certified copies of the (certified with a National Certificate/ National Diploma)		
13	Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Copies of training certificate from an AGRISETA / Registered service provider		
14	Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Copy of a supervisor's valid Occupational Health and Safety Certificate. (As supplied by a registered NOSA service provider) Copy of valid First Aid Certificate (minimum Level 1)		
15	Prior Experience of the bidding service provider, with relevance to Arboricultural Pruning and tree felling	Prior Experience with relevance to Arboricultural Pruning and tree felling. – past 5 years		

	TABLE OF EVIDENCE	SECTION A – CUTTING DOWN OF TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
		Evidence: Provide signed reference letters on the company's letterhead (the company services were rendered to) referring to the quality of work done. A minimum of 3 reference letters must be supplied.		
16	Waste Management Certificate from the City of Tshwane – Waste Management (as in accordance with the Waste Management By-Law – Local Authority Notice 1393 - 2016	A certified copy of a valid Waste Management Certificate of the City of Tshwane		

SECTION B – PRUNING of TREES

- Item 1 - Specialized tree pruning and shaping

The following mandatory evidence must be provided to qualify for this section.

NOTE: The table is a list of the evidence required. The bidder must submit the evidence as required and file it according to the Section Number. The Yes/NO is not for the bidder to fill in.

Table 2: Table of evidence

	TABLE OF EVIDENCE	TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment - Hand	Pruning saws Photographic evidence required displayed next to one of branded vehicles		
2	Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	Proof of ownership. Photographic evidence		
3	Pole pruner – minimum length 2metres (with a 12” inch guide bar) (Battery or petrol)	Proof of ownership. Photographic evidence		
4	Equipment - ladders	6m extension ladder (extending to 12 metres). Photographic evidence required		

	TABLE OF EVIDENCE	TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
5	Light Delivery vehicle – 1-ton minimum	Copies of the valid licensing papers or current lease agreement must be submitted		
6	Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
7	Truck with mounted lift for exceptionally high trees. (cherry picker or crane truck Lift height minimum 17 m (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
8	Truck with mounted lift for the lifting and removal of heavy tree stumps and stems from the site. (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
9	Tipper truck specially adapted to accommodate chippings from the chipper (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
10	Wood/tree chipper – The chipper must be able to chip branches up to 457mm in diameter. (must have valid licensing papers)	Photographs of the small stump grinder and proof of ownership		
11	Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided).	Provide a CV with proof of the 5 years' experience. Provide Certified copies of the (certified with a National Certificate/ National Diploma)		
12	Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Copies of training certificate from an AGRISETA / Registered service provider		
13	Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Copy of a supervisor's valid Occupational Health and Safety Certificate. (As supplied by a registered NOSA service provider) Copy of valid First Aid Certificate (minimum Level 1)		

	TABLE OF EVIDENCE	TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
14	Prior Experience of the bidding service provider, with relevance to Arboricultural Pruning and tree felling	Prior Experience with relevance to Arboricultural Pruning and tree felling. – past 5 years Evidence: Provide signed reference letters on the company's letterhead (the company services were rendered to) referring to the quality of work done. A minimum of 3 reference letters must be supplied.		
15	Waste Management Certificate from the City of Tshwane – Waste Management (as in accordance with the Waste Management By-Law – Local Authority Notice 1393 - 2016	A certified copy of a valid Waste Management Certificate of the City of Tshwane		

SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES

- Item 1- Removal of Shot-hole borer infested trees

The following mandatory evidence must be provided to qualify for this section.

NOTE: The table is a list of the evidence required. The bidder must submit the evidence as required and file it according to the Section Number. The Yes/NO is not for the bidder to fill in.

Table 3: Table of evidence

	TABLE OF EVIDENCE	SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment - Hand	Pruning saws Photographic evidence required displayed next to one of branded vehicles		
2	Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	Proof of ownership. Photographic evidence		
3	Equipment - ladders	6m extension ladder (extending to 12 metres). Photographic evidence required		

	TABLE OF EVIDENCE	SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
4	Light Delivery vehicle – 1-ton minimum	Copies of the valid licensing papers or current lease agreement must be submitted		
5	Trailer mounted boom lift (cherry picker or crane truck. Lift height minimum 8 m (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
6	Truck with mounted lift for the lifting and removal of heavy tree stumps and stems from the site. (must have valid licensing papers and a Valid SABS certificate)	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
7	Tipper truck specially adapted to accommodate chippings from the chipper (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
8	Wood/tree chipper – The chipper must be able to chip branches up to 457mm in diameter. (must have valid licensing papers)	Photographs of the small stump grinder and proof of ownership		
9	Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided).	Provide a CV with proof of the 5 years' experience. Provide Certified copies of the (certified with a National Certificate/ National Diploma)		
10	Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Copies of training certificate from an AGRISETA / Registered service provider		
11	Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Copy of a supervisor's valid Occupational Health and Safety Certificate. (As supplied by a registered NOSA service provider) Copy of valid First Aid Certificate (minimum Level 1)		
12	Prior Experience of the bidding service provider, with relevance to Arboricultural Pruning and tree felling	Prior Experience with relevance to Arboricultural Pruning and tree felling. – past 5 years Evidence: Provide signed reference letters on the company's letterhead (the		

	TABLE OF EVIDENCE	SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFECTED TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
		company services were rendered to) referring to the quality of work done. A minimum of 3 reference letters must be supplied.		
13	Waste Management Certificate from the City of Tshwane – Waste Management (as in accordance with the Waste Management By-Law – Local Authority Notice 1393 - 2016	A certified copy of a valid Waste Management Certificate of the City of Tshwane		

SECTION D – CONTROL OF ALIEN VEGETATION

- Item D1- Mechanical removal of alien plant species
- Item D2 - Chemical removal of alien plant species

The bidder is bidding for the section. Therefore, prices on all items and sub items must be tendered. If this is not complete, then the bidder will be disqualified.

The following mandatory evidence must be provided to qualify for this section.

NOTE: The table is a list of the evidence required. The bidder must submit the evidence as required and file it according to the Section Number. The Yes/NO is not for the bidder to fill in.

Table 4: Table of evidence

	TABLE OF EVIDENCE	SECTION D – CONTROL OF ALIEN VEGETATION		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment - Hand	Pruning saws Photographic evidence required displayed next to one of branded vehicles		
2	Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	Proof of ownership. Photographic evidence		
3	Pole pruner – minimum length 2metres (with a 12” inch guide bar) (Battery or petrol)	Proof of ownership.		

	TABLE OF EVIDENCE	SECTION D – CONTROL OF ALIEN VEGETATION		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
4	Brush cutter with nylon cutting head or steel cutting head – petrol with a minimum 2 kW two-stroke petrol engine	Photographic evidence		
5	Equipment - ladders	6m extension ladder (extending to 12 metres). Photographic evidence required		
6	Light Delivery vehicle – 1-ton minimum	Copies of the valid licensing papers or current lease agreement must be submitted		
7	Tipper truck specially adapted to accommodate plant material for dumping (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
8	Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided).	Provide a CV with proof of the 5 years' experience. Provide Certified copies of the (certified with a National Certificate/ National Diploma)		
9	Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Copies of training certificate from an AGRISETA / Registered service provider		
10	Semi-Skilled labour Brush cutter operators (qualified with training certificate Copies - AGRISETA / Registered service provider)	Copies of training certificate from an AGRISETA / Registered service provider		
11	Semi-Skilled labour Poison Sprayer Applicators (qualified with training certificate Copies - AGRISETA or AVCASA/ Registered service provider)	Copies of training certificate from an AGRISETA or AVCASA / Registered service provider		
12	Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Copy of a supervisor's valid Occupational Health and Safety Certificate. (As supplied by a registered NOSA service provider) Copy of valid First Aid Certificate (minimum Level 1)		
13	Prior Experience of the bidding service provider, with relevance to Arboricultural Pruning and tree felling	Prior Experience with relevance to Arboricultural Pruning and tree felling. – past 5 years		

	TABLE OF EVIDENCE	SECTION D – CONTROL OF ALIEN VEGETATION		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
		Evidence: Provide signed reference letters on the company's letterhead (the company services were rendered to) referring to the quality of work done. A minimum of 3 reference letters must be supplied.		
14	Waste Management Certificate from the City of Tshwane – Waste Management (as in accordance with the Waste Management By-Law – Local Authority Notice 1393 - 2016	A certified copy of a valid Waste Management Certificate of the City of Tshwane		

SECTION E - AFFORESTATION AND TREE MAINTENANCE.

- Item 1 - Afforestation (Tree Planting)
- Item 2 - Tree Watering and Maintenance

The bidder is bidding for the section. Therefore, prices on all items and sub items must be tendered. If this is not complete, then the bidder will be disqualified.

As the bidder is bidding for the section the mandatory documents must be supplied to qualify for the section:

The following mandatory evidence must be provided to qualify for this section.

NOTE: The table is a list of the evidence required. The bidder must submit the evidence as required and file it according to the Section Number. The Yes/NO is not for the bidder to fill in

Table 5: Table of evidence

	TABLE OF EVIDENCE	SECTION E - AFFORESTATION AND TREE MAINTENANCE		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
2	Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with a hose to water the trees. This is then pulled but an LDV or tractor on site. (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
3	Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided).	Provide a CV with proof of the 5 years' experience. Provide Certified copies of the (certified with a National Certificate/ National Diploma)		
4	Supervisor With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Copy of a supervisor's valid Occupational Health and Safety Certificate. (As supplied by a registered NOSA service provider) Copy of valid First Aid Certificate (minimum Level 1)		
5	Prior Experience of the bidding service provider, with relevance to Arboricultural Pruning and tree felling	Prior Experience with relevance to Arboricultural Pruning and tree felling. – past 5 years Evidence: Provide signed reference letters on the company's letterhead (the company services were rendered to) referring to the quality of work done. A minimum of 3 reference letters must be supplied.		

SECTION F - TRANSPLANTING OF OPEN GROUND TREES

- Item 1 - Relocation of open ground trees (Transplant)

The following mandatory evidence must be provided to qualify for this section.

NOTE: The table is a list of the evidence required. The bidder must submit the evidence as required and file it according to the Section Number. The Yes/NO is not for the bidder to fill in

Table 6: Table of evidence

	TABLE OF EVIDENCE	SECTION F - TRANSPLANTING OF OPEN GROUND TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
1	Equipment - Hand	Pruning saws Photographic evidence required displayed next to one of branded vehicles		
2	Chainsaw – (with a minimum of an 35cm/14” inch guide bar and a minimum 2.3 kw power) (Battery or petrol)	Proof of ownership. Photographic evidence		
3	Equipment - ladders	6m extension ladder (extending to 12 metres). Photographic evidence required		
4	Crane truck to lift up to 10 000kg (can be hired) (must have valid licensing papers) or agreement with Crane Hire	Copies of the valid licensing papers or current lease agreement must be submitted A valid SABS Certificate must be submitted		
5	Water tanker mounted on a Trailer or LDV with a minimum 2000 L capacity with hose connection.	Copies of the valid licensing papers or current lease agreement must be submitted		
6	7-ton flatbed truck (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
7	Light Delivery vehicle – 1 ton minimum (must have valid licensing papers)	Copies of the valid licensing papers or current lease agreement must be submitted		
8	Project Manager: Horticulture technician/ Horticulturist/ Landscaper - (certified with a National Certificate/ National Diploma) Arbor specialist – (minimum of 5 years' experience – with proof provided). Incumbent with Occupational Health and safety Certificate and First Aid Training Certificate	Provide a CV with proof of the 5 years' experience. Provide Certified copies of the (certified with a National Certificate/ National Diploma) Copy of a valid Occupational Health and Safety Certificate. (As supplied by a registered NOSA service provider) Copy of valid First Aid Certificate (minimum Level 1)		
9	Semi-Skilled labour Chainsaw operator (qualified with training certificate Copies - AGRISETA / Registered service provider).	Copies of training certificate from an AGRISETA / Registered service provider		
10	Supervisor	Copy of a supervisor's valid Occupational Health and Safety		

	TABLE OF EVIDENCE	SECTION F - TRANSPLANTING OF OPEN GROUND TREES		
Item	Description of tender returnable document	Evidence Required	Compliance	
			Yes	No
	With 3-years' experience of cutting down trees with Occupational Health and safety Certificate and First Aid Training Certificate	Certificate. (As supplied by a registered NOSA service provider) Copy of valid First Aid Certificate (minimum Level 1)		
11	Prior Experience of the bidding service provider, with relevance to Arboricultural Pruning and tree felling	Prior Experience with relevance to Arboricultural Pruning and tree felling. – past 5 years Evidence: Provide signed reference letters on the company's letterhead (the company services were rendered to) referring to the quality of work done. A minimum of 3 reference letters must be supplied.		
12	Waste Management Certificate from the City of Tshwane – Waste Management (as in accordance with the Waste Management By-Law – Local Authority Notice 1393 - 2016	A certified copy of a valid Waste Management Certificate of the City of Tshwane		

4.3 STAGE 3: PREFERENTIAL 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 2022.

- 80 points for price
- 20 points for Specific Goals

SPECIFIC GOALS

- 1) Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- 2) Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.
- 3) Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit.
EME and/ or QSE	2 Points	Valid Sworn affidavit
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s
Local Economic participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the bidders will be required to submit proof of documentation as evidence for claims made. Any bidder that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

4 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. This means a Bill of quantities will be required for the arboriculture services as and when required.
- A bidder may bid for one or more sections. The tender will be appointed per section.
- The bidder must bid for all items/sub-items listed in the pricing schedule for the section they are bidding for as the bidder will be disqualified for an incomplete pricing schedule for the section.
- The City of Tshwane reserves the right to award to more than one service provider. Either per section or the whole tender.
- Services must take place within 5 working days of receiving the purchase order (except for Emergency Tree removal).
- Services can only be provided after a purchase order has been issued.
- Invoices can only be submitted once the services have been rendered.
- A completed job card (completion certificate) with evidence (pre and post service photographs) must be submitted with the invoice to be signed off by the Departmental project manager.

REFER BACK TO THE SPECIFICATIONS LONG DESCRIPTION BEFORE FILLING IN THE PRICING SCHEDULE

SECTION A – CUTTING DOWN OF TREES

- Item A1 - Cutting down Trees
- Item A2 - Emergency tree Cutting down
- Item A3 - Tree Stump Removal

The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item – Short Description	Unit Measure of	Unit Price Vat Ex
A1.1	3023980	ARBORICULTURE TREE REMOVE STEM SIZE 5 CM -30CM	1 tree (5 cm -30cm trunk)	
A1.2	3023981	ARBORICULTURE TREE REMOVE STEM SIZE 31 CM -60CM	1 tree (31 cm -60cm trunk)	
A1.3	3023982	ARBORICULTURE TREE REMOVE STEM SIZE 61 CM -90CM	1 tree 61 cm -90cm trunk	
A1.4	3023983	ARBORICULTURE TREE REMOVE STEM SIZE 91 CM -120CM	1 tree 91 cm -120 cm trunk	
A1.5	3023984	ARBORICULTURE TREE REMOVE STEM SIZE 121 CM -150CM	1 tree 121cm -150cm trunk	
A1.6	3023985	ARBORICULTURE TREE REMOVE STEM SIZE 151 CM -180CM	1 tree 151cm -180cm trunk	
A1.7	3023986	ARBORICULTURE TREE REMOVE STEM SIZE 180CM>	1 tree 180cm + trunk	
A1.8	3023987	ARBORICULTURE TREE REMOVE EMERGENCY 30-60CM	1 tree	
A1.9	3023988	ARBORICULTURE TREE REMOVE EMERGENCY 61-90CM	1 tree	
A1.10	3023989	ARBORICULTURE TREE REMOVE EMERGENCY 91 -120CM	1 tree	
A1.11	3023990	ARBORICULTURE TREE REMOVE EMERGENCY 121 CM -150CM	1 tree	
A1.12	3037767	ARBORICULTURE STUMP REMOVE 5 CM -30CM	1 tree stump	
A1.13	3023992	ARBORICULTURE STUMP REMOVE 31 CM -60CM	1 tree stump	

Item	SERVICE/ SAP no.	Item – Short Description	Unit Measure of	Unit Price Vat Ex
A1.14	3023993	ARBORICULTURE STUMP REMOVE 61 CM -90CM	1 tree stump	
A1.15	3023994	ARBORICULTURE STUMP REMOVE 91 CM -120CM	1 tree stump	
A1.16	3023995	ARBORICULTURE STUMP REMOVE 121 CM -150CM	1 tree stump	
A1.17	3023996	ARBORICULTURE STUMP REMOVE 151 CM -180CM	1 tree stump	
A1.18	3023997	ARBORICULTURE STUMP REMOVE 181CM>	1 tree stump	
A1.19	3026017	ARBORICULTURE MECHANISED CHIPPER SERVICE	Per day	
A1.20	3037768	TRAVELLING - LIGHT DELIVERY VEHICLE	Per km	
A1.21	3037769	ARBORICULTURE TREE REMOVE CHERRY PICKER UP TO 8M	per day	
A1.22	3037770	ARBORICULTURE TREE REMOVE CHERRY PICKER UP 17 M	per day	
A1.23	3037772	ARBORICULTURE TREE REMOVE CRANE TRUCK	per day	
A1.24	3037773	ARBORICULTURE TREE REMOVE flatbed truck	per day	
A1.25	3037774	ARBORICULTURE TREE REMOVE Tipper truck	per day	
A1.26	3037775	ARBORICULTURE TREE REMOVE Labour Artisan	Per hour	
A1.27	3037776	ARBORICULTURE TREE REMOVE Supervisor	Per hour	
A1.28	3037777	ARBORICULTURE TREE REMOVE Semi-Skilled labour	Per hour	
A1.29	3037778	ARBORICULTURE TREE REMOVE Labour – General Worker	Per Hour	
A1.30	3037779	ARBORICULTURE TREE REMOVE EMERGENCY SUPERVISOR OVERTIME	Per hour	
A1.31	3037780	ARBORICULTURE TREE REMOVE EMERGENCY Semi-Skilled labour overtime	Per hour	

Item	SERVICE/ SAP no.	Item – Short Description	Unit Measure of	Unit Price Vat Ex
A1.32	3037781	ARBORICULTURE TREE REMOVE EMERGENCY Labour – General Worker - overtime	Per Hour	
		TOTAL PRICE (VAT EXCLUSIVE).		
		VAT@15%		
		TOTAL PRICE (VAT INCLUSIVE)		

SECTION B – PRUNING of TREES

- Item B1 - Specialized tree pruning and shaping

The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item Long Description	Unit Measure of	Unit Price Vat Ex
B1.1	3023998	ARBORICULTURE TREE PRUNE SHAPE 1-5M CANOPY DIAMETER	Per tree – up to 5m in diameter	
B1.2	3023999	ARBORICULTURE TREE PRUNE SHAPE 5.1-10M CANOPY DIAMETER	Per tree – 5.1 m to 10m in diameter	
B1.3	3024000	ARBORICULTURE TREE PRUNE SHAPE 10.1-15M CANOPY DIAMETER	Per tree – 10.1 m to 15m in diameter	
B1.4	3024001	ARBORICULTURE TREE PRUNE SHAPE 15.1-20M CANOPY DIAMETER	Per tree – 15.1 m to 20m in diameter	
B1.5	3024002	ARBORICULTURE TREE PRUNE SHAPE 20.1-25M CANOPY DIAMETER	Per tree – 20.1 m to 25m in diameter	
B1.6	3024003	ARBORICULTURE TREE PRUNE SHAPE 25.1-30M CANOPY DIAMETER	Per tree – 25.1 m to 15m in diameter	
B1.7	3024004	ARBORICULTURE TREE PRUNE SHAPE 30M> CANOPY DIAMETER	Per tree – 30.1 m plus in diameter	

Item	SERVICE/ SAP no.	Item Long Description	Unit Measure	of	Unit Price Vat Ex
B1.7	3026017	ARBORICULTURE MECHANISED CHIPPER SERVICE	Per day		
B1.8	3037768	TRAVELLING - LIGHT DELIVERY VEHICLE	Per km		
B1.9	3037769	ARBORICULTURE TREE REMOVE Cherry picker up 8m	per day		
B1.10	3037770	ARBORICULTURE TREE REMOVE Cherry picker up 17 m	per day		
B1.11	3037772	ARBORICULTURE TREE REMOVE Crane truck	per day		
B1.12	3037773	ARBORICULTURE TREE REMOVE flatbed truck	per day		
B1.13	3037774	ARBORICULTURE TREE REMOVE Tipper truck	per day		
B1.14	3037775	ARBORICULTURE TREE REMOVE Labour Artisan	Per hour		
B1.15	3037776	ARBORICULTURE TREE REMOVE Supervisor	Per hour		
B1.16	3037777	ARBORICULTURE TREE REMOVE Semi-Skilled labour	Per hour		
B1.17	3037778	ARBORICULTURE TREE REMOVE Labour – General Worker	Per Hour		
		TOTAL PRICE (VAT EXCLUSIVE).			
		VAT@15%			
		TOTAL PRICE (VAT INCLUSIVE)			

SECTION C – CUTTING DOWN OF SHOT HOLE BORER INFESTED TREES

- Item 1- Removal of Shot-hole borer infested trees

The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item Long Description	Unit of Measure	Unit Price Vat Ex
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C1.1	3030015	ARBORICULTURE TREE SHOT HOLE STEM SIZE 5 CM -30CM	1 tree - 5cm to 30 cm trunk	
C1.2	3030016	ARBORICULTURE TREE SHOT HOLE STEM SIZE 31 CM -60CM	1 tree - 31cm to 60 cm trunk	
C1.3	3030017	ARBORICULTURE TREE SHOT HOLE STEM SIZE 61 CM -90CM	1 tree - 61cm to 90 cm trunk	
C1.4	3030018	ARBORICULTURE TREE SHOT HOLE STEM SIZE 91 CM -120CM	1 tree -91cm to 120 cm trunk	
C1.5	3030019	ARBORICULTURE TREE SHOT HOLE STEM SIZE 121 CM -150CM	1 tree - 121cm to 150 cm trunk	
C1.6	3030020	ARBORICULTURE TREE SHOT HOLE STEM SIZE 151 CM -180CM	1 tree - 151cm to 180 cm trunk	
C1.7	3030021	ARBORICULTURE TREE SHOT HOLE STEM SIZE 181CM>.	1 tree - 181+ cm trunk	
C1.8	3026017	ARBORICULTURE TREE SHOT HOLE MECHANISED CHIPPER	Per day	
C1.9	3037768	ARBORICULTURE TREE SHOT HOLE TRAVELLING - LIGHT DELIVERY VEHICLE	Per km	
C1.10	3037769	ARBORICULTURE TREE SHOT HOLE Cherry PICKER UP 8M	per day	
C1.11	3037772	ARBORICULTURE TREE SHOT HOLE CRANE TRUCK	per day	
C1.12	3037774	ARBORICULTURE TREE SHOT HOLE TIPPER TRUCK	per day	
C1.13	3037775	ARBORICULTURE TREE SHOT HOLE LABOUR ARTISAN	Per hour	
C1.14	3037776	ARBORICULTURE TREE SHOT HOLE SUPERVISOR	Per hour	
C1.15	3037777	ARBORICULTURE TREE SHOT HOLE SEMI-SKILLED LABOUR	Per hour	
C1.16	3037778	ARBORICULTURE TREE SHOT HOLE LABOUR – GENERAL WORKER	Per Hour	
		TOTAL PRICE (VAT EXCLUSIVE).		
		VAT@15%		
		TOTAL PRICE (VAT INCLUSIVE)		

SECTION D – CONTROL OF ALIEN VEGETATION

- Item D1- Mechanical removal of alien plant species
- Item D2 - Chemical removal of alien plant species

The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SERVICE/ SAP no.	Item long Description	Unit of measure	Unit Price Vat Ex
D.1	3024005	ARBORICULTURE CONTROL MECHANICAL GRASS	Per m ²	
D.2	3024007	ARBORICULTURE CONTROL MECHANICAL SHRUB BUSH	Per m ²	
D.3	3024008	ARBORICULTURE CONTROL MECHANICAL CLIMBER	Per m ²	
D.4	3024009	ARBORICULTURE CONTROL MECHANICAL REEDS	Per m ²	
D.5	3037782	ARBORICULTURE ALIEN TREE REMOVE STEM SIZE 5 CM -30CM	1 tree (5 cm -30cm trunk)	
D.6	3037783	ARBORICULTURE ALIEN TREE REMOVE STEM SIZE 31 CM -60CM	1 tree (31 cm - 60cm trunk)	
D 7	3024010	ARBORICULTURE CONTROL CHEMICAL GRASS REED	Per m ²	
D 8	3024012	ARBORICULTURE CONTROL CHEMICAL PLANT CLIMBER	Per m ²	
D 9	3024013	ARBORICULTURE CONTROL CHEMICAL SHRUB	Per m ²	
D 10	3024014	ARBORICULTURE CONTROL CHEMICAL STUMP TREE 5 – 60cm diameter	Per 100 ml applied	
D11	3037768	TRAVELLING - LIGHT DELIVERY VEHICLE	Per KM	
D12	3037773	ARBORICULTURE TREE RELOCATION/TRANSPLANT FLATBED TRUCK	Per day	
D13	3037790	Project Manager: Horticulture technician/ Horticulturist/ Landscape -	Per hour	
D14	3037791	Semi-Skilled labour Chainsaw operator	Per hour	

Item	SERVICE/ SAP no.	Item long Description	Unit of measure	Unit Price Vat Ex
D15	3037792	Semi-Skilled labour Brush cutter operators	Per hour	
D16	3037793	Semi-Skilled labour Poison Sprayer Applicators	Per hour	
D17	3037776	Supervisor	Per hour	
D18	3037778	General workers	Per hour	
		TOTAL PRICE (VAT EXCLUSIVE).		
		VAT@15%		
		TOTAL PRICE (VAT INCLUSIVE)		

SECTION E - AFFORESTATION AND TREE MAINTENANCE.

The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

ITEM	SAP NO.	ITEM LONG DESCRIPTION	UNIT OF MEASURE	Unit Price Vat Ex
E1		SUPPLY AN INDIGENOUS TREE IN A 50-LITRE CONTAINER.	1 tree	
E2		SUPPLY AN INDIGENOUS TREE IN A 100-LITRE CONTAINER.	1 tree	
E3		SUPPLY AN INDIGENOUS TREE IN A 200-LITRE CONTAINER.	1tree	
E4		SUPPLY A 30 DM ³ BAG OF COMPOST	1bag	
E5		ARBORICULTURE AFFORESTATION TREE PLANTING 20L	1 tree planted	
E6		ARBORICULTURE AFFORESTATION/TREE PLANTING 50L	1 tree planted	
E7		ARBORICULTURE AFFORESTATION /TREE PLANTING 100L	1 tree planted	
E8		ARBORICULTURE AFFORESTATION /TREE PLANTING 200L	1 tree planted	
E9		ARBORICULTURE TREE WATERING/MAINTENANCE	1 tree watered	
E10	3037768	ARBORICULTURE TREE WOODEN TREE STAKES	1 tree staked	

E11	3037775	TRAVELLING - LIGHT DELIVERY VEHICLE	Per km	
E12	3037775	LABOUR ARTISAN	Per hour	
E13	3037776	SUPERVISOR	Per Hour	
E14	3037778	LABOUR – GENERAL WORKER	Per Hour	
		TOTAL PRICE (VAT EXCLUSIVE).		
		VAT@15%		
		TOTAL PRICE (VAT INCLUSIVE)		

SECTION F - TRANSPLANTING OF OPEN GROUND TREES

- Item 1 - Relocation of open ground trees (Transplant)

The bidder needs to price each item in this section as the tender section is awarded for all items of the section. Failure to price each item in the section will lead to disqualification for this section.

Item	SAP NO.	ITEM LONG DESCRIPTION	Unit measure of	Unit Price Vat Ex
F1.1	3026044	ARBORICULTURE TREE RELOCATION/TRANSPLANT >50cm	1 tree - >50cm	
F1.2	3026045	ARBORICULTURE TREE RELOCATION/TRANSPLANT 51-100CM	1 tree - 51-100CM	
F1.3	3026046	ARBORICULTURE TREE RELOCATION/TRANSPLANT 101-150CM	1 tree - 101-150CM	
F1.4	3030025	ARBORICULTURE TREE RELOCATION/TRANSPLANT 151-200CM	1 tree - 151-200CM	
F1.5	3037768	ARBORICULTURE TREE RELOCATION/TRANSPLANT AFTER CARE	1 tree per week	
F1.6	3037772	TRAVELLING - LIGHT DELIVERY VEHICLE	Per km	
F1.7	3037773	ARBORICULTURE TREE RELOCATION/TRANSPLANT CRANE TRUCK	per day	
F1.8	3037775	ARBORICULTURE TREE RELOCATION/TRANSPLANT FLATBED TRUCK	per day	
F1.9	3037776	LABOUR ARTISAN	Per hour	
F1.10	3037776	SUPERVISOR	Per Hour	
F1.11	3037777	SEMI- SKILLED LABOUR	Per hour	
F1.12	3037778	LABOUR – GENERAL WORKER	Per Hour	
		TOTAL PRICE (VAT EXCLUSIVE).		

Item	SAP NO.	ITEM LONG DESCRIPTION	Unit of measure	Unit Price Vat Ex
		VAT@15%		
		TOTAL PRICE (VAT INCLUSIVE)		

7. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. The city shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalized while the quotations/bids are still valid.

8. TYPE OF AGREEMENT REQUIRED

Service Level Agreement to be required by the successful bidders to be signed when appointments are finalized.

9. 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 05 2025/26	CLOSING DATE:	24 February 2026	CLOSING TIME:	10:00
DESCRIPTION	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.				
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)

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Environmental and Agriculture Management
CONTACT PERSON	Maureen Radingoana	CONTACT PERSON	Shane Paul
TELEPHONE NUMBER	012 358 6153	TELEPHONE NUMBER	012 358 6090
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
EMAIL ADDRESS	maureenr@tshwane.gov.za	EMAIL ADDRESS	ShaneP@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, 2022, 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

- 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=		

- 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 Bid

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

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

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

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

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

.....
- 4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences,

in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

- (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM: RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **EAM 05 2025/26** 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 time of 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);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.
2.
DATE:	

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

MBD 8

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)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	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.		
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 05 2025/26**

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.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

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

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

1. Application

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

3. General

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	<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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 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 | <p>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.</p> <p>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.</p> |

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

Registration number: _____

Doc2 Version 1 3 March 2022

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 Mr Johann Mettler in his/her capacity as 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 have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

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 CBD
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 Mr Johann
Mettler)**

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