

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 140

TENDER NO: **275S/2021/22**

TENDER DESCRIPTION: **GARDENING Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]**

CONTRACT PERIOD: **NOT EXCEEDING THIRTY-SIX (36) MONTHS from the date of commencement of the contract**

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 28 April 2022

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 143

TENDER FEE: R200 -Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION
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TENDER ADVERTISED	25 March 2022
COMPULSORY SITE CLARIFICATION MEETING	N/A
VENUE FOR SITE CLARIFICATION MEETING	N/A.
TENDER BOX & ADDRESS	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the Tenderer, the endorsement "TENDER NO. 275S/2021/22: SUPPLY AND DELIVERY OF **GARDENING Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]**", the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the Tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE	Jors Redelinghuys / GARDENING Tel. no.: 021 400 1880 Jors.Redelinghuys@capetown.gov.za Athi Nxusani / ERF CLEARING Tel. no.: 021 400 2243 Athi.Nxusani@capetown.gov.za
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TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

Bids must be compliant with the Preferential Procurement Regulations, 2017 including but not limited to local content, functionality, price and preference, eligibility criteria and relevant statutory criteria. The details of this are contained in the tender document.

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement

2.1.5.1 General

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

A: Gardening: The CCT intends to appoint **five Tenderers – one per area within the CCT boundaries, according to the map included, with an additional fifth Tenderer for sites outside the City’s boundaries.** The highest ranked Tenderer (“The Winner”) and in addition **ONE “Standby Tenderer”** for the allocation of work per area. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer Tenderers, or not to appoint any Tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked Tenderer (“the winner”), and only if he refuses will the work be offered to the next highest ranked Tenderer from the standby Tenderers).

The “Standby Tenderer” may be activated after the Main Tenderer has been notified, in writing, and he/she failed to respond and/or rectified within 24 hours. The “Standby Tenderer” may be approached/activated should the below conditions materialized”:

- The Main Tenderer cannot complete their full contractual agreement;
- Where they fail to meet their performance obligations in terms of this contract;
- On a written request/instruction from the Main Tenderer.

The contract period shall be for a period of **three years** from the commencement date of the contract: **NOT EXCEEDING THIRTY-SIX (36) MONTHS from the date of commencement of the contract.**

B: Erf Clearing: The CCT intends to appoint **five Tenderers – one per area within the CCT boundaries, according to the map included, with an additional fifth Tenderer for sites outside the City’s boundaries.** The highest ranked Tenderer (“The Winner”) and in addition **ONE “Standby Tenderer”** for the allocation of work per area. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer Tenderers, or not to appoint any Tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked Tenderer (“the winner”), and only if he refuses will the work be offered to the next highest ranked Tenderer from the standby Tenderers).

The “Standby Tenderer” may be activated after the Main Tenderer has been notified, in writing, and he/she failed to respond and/or rectified within 24 hours. The “Standby Tenderer” may be approached/activated should the below conditions materialized”:

- The Main Tenderer cannot complete their full contractual agreement;
- Where they fail to meet their performance obligations in terms of this contract;
- On a written request/instruction from the Main Tenderer.

The contract period shall be for a period of **three years** from the commencement date of the contract: **NOT EXCEEDING THIRTY-SIX (36) MONTHS from the date of commencement of the contract.**

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:

- i. Must be in writing
- ii. It must set out the reasons for the appeal
- iii. It must state in which way the Appellant's rights were affected by the decision;
- iv. It must state the remedy sought; and
- v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant City Appeal Authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Certification requirements

Tenderers must submit a copy of the below to be deemed responsive:

2.2.1.1.3.1 Gardening: Only tenderers registered with **Department of Agriculture, Forestry and Fisheries for a Herbicide/Weed control Certification as stipulated under Section 23 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947)** will be declared responsive. The DAFF registration to be in the name of company directors or their representatives; CV of directors/CIPC documentation to be attached.

Where certificates are requested, Tenderers should procure a certification aligned to the Agriculture Sector Training Authority (AgriSETA) in accordance with the South African Qualification Authority (SAQA) Unit Standards.

Unit Standard no 264194: Operate Specialised Walk-behind Mowers; Unit Standard no 264182: Operate Brush Cutters in a horticultural environment; Unit Standard no 264195: Operate Chainsaws for limbing and logging at ground level

2.2.1.1.3.2 Erf Clearing: Only tenderers registered with **Department of Agriculture, Forestry and Fisheries for a Herbicide/Weed control Certification as stipulated under Section 23 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947)** will be declared responsive. The DAFF registration to be in the name of company directors or their representatives; CV of Directors/CIPC documentation to be attached.

Where certificates are requested, Tenderers should procure a certification aligned to the Agriculture Sector Training Authority (AgriSETA) in accordance with the South African Qualification Authority (SAQA) Unit Standards.

Unit Standard no 264186: Conduct controlled tree felling in various locations.

2.2.1.1.4 Minimum score for functionality

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

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

[Minimum score for functionality] document continue on the next page. Please turn over.

FUNCTIONALITY SCORING: GARDENING Services		
EVALUATION CRITERIA	APPLICABLE VALUED/POINTS	WEIGHTING
Previous/Relevant Experience: Proof of Gardening Service Contracts over the value of R30 000.00 per annum per contract , or a reference letter, to be provided with the tender submission, on closing date Complete A: Schedule 15B	- No relevant contracts submitted (00 points) 01 – 03 Relevant Contracts (15 points) 04 – 07 Relevant Contracts (30 points) 08 - 12 Relevant Contracts (45 points) - Above 12 Relevant Contracts (60 points) * Relevant Gardening Contracts are defined as – both residential and/or commercial contracts and corporate environment, inclusive of, at least, grass cutting and tree pruning as part of the services.	Max 60
Staff: List of staff to be produced. Complete A: Schedule 15C	- Supervisor - 2 points per staff listed - max 8 points Chemical Weed Control Operator - 2 points per staff listed - max 8 points Chainsaw Operator - 2 points per staff listed - max 8 points Brush Cutter Operator - 2 points per staff listed - max 8 points Ride on Mower Operator - 2 points per staff listed - max 8 points * Failing to submit any will result in 0 points	Max 40
TOTAL		100

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

FUNCTIONALITY SCORING: ERF CLEARING		
CRITERIA	APPLICABLE VALUED/POINTS: points per line/s as indicated	WEIGHTING
Equipment/ Vehicles/ Tools Supply proof when owned and/or rented/hired. Complete B: Schedule 15B	Ride on Mowers 1 2 points 2+ 5 points	Max 43
	Tractor/s and Mowing-attachment/s 1 – 2 5 points 3+ 10 points	
	Brush Cutter/Weed Eater 1 – 5 5 points 6 – 10 10 points 10+ 15 points	
	Vehicles, Trucks, LDV's, etc. 1 - 3 4 points 4+ 8 points	
	Tools – A full complement of ... hand tools, brooms, spades, rakes, etc. 1 – 10 3 points 11+ 5 points	
Previous/Relevant Experience Supply proof of previous relevant experience in similar contracts. Complete B: Schedule 15C	1 - 2 years 5 points 3 - 5 years 10 points 6+ years 15 points	Max 15
Previous/Relevant Values Supply proof of previous relevant experience in similar contracts. Complete B: Schedule 15D	1 x R50,000 4 points 1 x R250,000 8 points 1 x R500,000 12 points 1 x R750,000 15 points 1 x R1,000,000 20 points	Max 20
Labour Complete B: Schedule 15E	Number of Management/Administration 1 1 points 2 2 points 2+ 4 points	Max 22
	Number of Supervisors 1 2 points 2 – 3 5 points 3+ 7 points	
	Number of Drivers/Operators 1 – 5 2 points 6 – 10 4 points 10+ 6 points	
	Number of General Staff 1 – 3 1 point 4 - 7 3 points 7+ 5 points	
TOTAL		100

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

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

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

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by Bidder

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the Tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the Tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The Tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the Supplier).

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The Tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The Tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the Tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

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

2.3.10.3.4 Applicable formula:

A 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

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

Price shall be scored as follows:

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

Where:

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

Preference points shall be scored as follows:

Points will be awarded to Tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to Tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	5
at least 51% but less than 100%	2	9
100%	1	10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	9
100%	1	10

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred Tenderers

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

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

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

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

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

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring Tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful Tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: **275S/2021/22**

TENDER DESCRIPTION: **Gardening Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]**

CONTRACT PERIOD: **NOT EXCEEDING THIRTY-SIX (36) MONTHS from the date of commencement of the contract**

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

275S/2021/22: Gardening Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* (“the Tenderer”)	
Trading as (if different from above)	

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

275S/2021/22: Gardening Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

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2 Subject

Details

.....

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3 Subject

Details

.....

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4 Subject

Details

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

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

(5) PRICE SCHEDULE

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

Pricing Instructions

5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the Tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful Tenderer is required to perform all tasks listed against each item. The Tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 Tenderers may price for one or more areas as per the pricing schedule.

5.9 Tenderers must price for all line items per area to be considered responsive for the respective area.

5.10 The price/s quoted must include all labour, transport, PPE clothing, materials and equipment.

5.11 The Tenderer is responsible to ensure that all equipment **are readily available** and in good working condition at all times.

INITIALS OF CITY OFFICIALS		
1	2	3

5.1 PRICE SCHEDULE: AREA 1**A GARDENING SERVICES: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: A complete clean-up: mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees – including the removal of rubble off site, garden refuse and foreign objects	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
5.1.1	Mowing/Grass cutting	Per m ²	R
5.1.2	Spit and Turn	Per m ²	R
5.1.3	Weed removal/De-weeding	Per m ²	R
5.1.4	Weed removal/De-weeding, Spitting and Turning	Per m ²	R
5.1.5	Spraying selective Herbicide	Per m ²	R
5.1.6	Spraying non-selective Herbicide	Per m ²	R
5.1.7	Fertilizing/Composting	Per m ²	R
5.1.8	Trimming/Pruning of Hedges/Shrubs	Per m ²	R
5.1.9	Trimming/Pruning of Trees – under 3 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.1.10	Trimming/Pruning of Trees – between 3 m and 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.1.11	Trimming/Pruning of Trees – over 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R

5.2 PRICE SCHEDULE: AREA 2**A GARDENING SERVICES: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: A complete clean-up: mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees – including the removal of rubble off site, garden refuse and foreign objects	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
5.2.1	Mowing/Grass cutting	Per m ²	R
5.2.2	Spit and Turn	Per m ²	R
5.2.3	Weed removal/De-weeding	Per m ²	R
5.2.4	Weed removal/De-weeding, Spitting and Turning	Per m ²	R
5.2.5	Spraying selective Herbicide	Per m ²	R
5.2.6	Spraying non-selective Herbicide	Per m ²	R
5.2.7	Fertilizing/Composting	Per m ²	R
5.2.8	Trimming/Pruning of Hedges/Shrubs	Per m ²	R
5.2.9	Trimming/Pruning of Trees – under 3 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.2.10	Trimming/Pruning of Trees – between 3 m and 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.2.11	Trimming/Pruning of Trees – over 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R

5.3 PRICE SCHEDULE: AREA 3**A GARDENING SERVICES: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: A complete clean-up: mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees – including the removal of rubble off site, garden refuse and foreign objects	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
5.3.1	Mowing/Grass cutting	Per m ²	R
5.3.2	Spit and Turn	Per m ²	R
5.3.3	Weed removal/De-weeding	Per m ²	R
5.3.4	Weed removal/De-weeding, Spitting and Turning	Per m ²	R
5.3.5	Spraying selective Herbicide	Per m ²	R
5.3.6	Spraying non-selective Herbicide	Per m ²	R
5.3.7	Fertilizing/Composting	Per m ²	R
5.3.8	Trimming/Pruning of Hedges/Shrubs	Per m ²	R
5.3.9	Trimming/Pruning of Trees – under 3 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.3.10	Trimming/Pruning of Trees – between 3 m and 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.3.11	Trimming/Pruning of Trees – over 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R

5.4 PRICE SCHEDULE: AREA 4**A GARDENING SERVICES: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: A complete clean-up: mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees – including the removal of rubble off site, garden refuse and foreign objects	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
5.4.1	Mowing/Grass cutting	Per m ²	R
5.4.2	Spit and Turn	Per m ²	R
5.4.3	Weed removal/De-weeding	Per m ²	R
5.4.4	Weed removal/De-weeding, Spitting and Turning	Per m ²	R
5.4.5	Spraying selective Herbicide	Per m ²	R
5.4.6	Spraying non-selective Herbicide	Per m ²	R
5.4.7	Fertilizing/Composting	Per m ²	R
5.4.8	Trimming/Pruning of Hedges/Shrubs	Per m ²	R
5.4.9	Trimming/Pruning of Trees – under 3 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.4.10	Trimming/Pruning of Trees – between 3 m and 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R
5.4.11	Trimming/Pruning of Trees – over 10 m, and less than 100 mm in diameter; including removal and disposal	Each	R

5.5 PRICE SCHEDULE: AREA 5A:
for sites outside the City's boundaries

A GARDENING SERVICES: PRICING SCHEDULE – inclusive of
 ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: A complete clean-up: mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees – including the removal of rubble off site, garden refuse and foreign objects	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
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Facility Name	Steenbras Dam Water Scheme
Address	Off Faure Marine Drive, Gordons Bay 7151
Operating hours	07:00 - 15:30

Schedule A01

DESCRIPTION: GARDENING SERVICES for AREA 5		FIRM TOTAL UNIT PRICE Excl. VAT: YEAR 1	
5.5.1	Mowing/Grass cutting	Per m ²	R
5.5.2	Trimming/Pruning of Trees – under 3 m	Each	R
5.5.3	Trimming/Pruning of Trees – above 3 m	Each	R
5.5.4	Trimming/Pruning of Hedges/Shrubs	Per m ²	R

5.6 PRICE SCHEDULE: AREA 5B:
for sites outside the City's boundaries

A GARDENING SERVICES: PRICING SCHEDULE – inclusive of
 ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: A complete clean-up: mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees – including the removal of rubble off site, garden refuse and foreign objects	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
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Facility Name	Voelvlei Water Scheme
Address	Off R44 Voelvleidam, Gouda 6821
Operating hours	07:00 - 15:30

Schedule A02

DESCRIPTION: GARDENING SERVICES for AREA 5		FIRM TOTAL UNIT PRICE Excl. VAT: YEAR 1	
5.6.1	Mowing/Grass cutting	Per m ²	R
5.6.2	Trimming/Pruning of Trees – under 3 m	Each	R
5.6.3	Trimming/Pruning of Trees – above 3 m	Each	R
5.6.4	Trimming/Pruning of Hedges/Shrubs	Per m ²	R

5.7 PRICE SCHEDULE: AREA 5C:
for sites outside the City's boundaries

A GARDENING SERVICES: PRICING SCHEDULE – inclusive of
 ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: A complete clean-up: mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees – including the removal of rubble off site, garden refuse and foreign objects	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
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Facility Name	Wemmershoek Water Scheme
Address	Wemmershoek Dam, Off R303 to Franschhoek, Franschhoek 7690
Operating hours	07:00 - 15:30

Schedule A03

DESCRIPTION: GARDENING SERVICES for AREA 5		FIRM TOTAL UNIT PRICE Excl. VAT: YEAR 1	
5.7.1	Mowing/Grass cutting	Per m ²	R
5.7.2	Trimming/Pruning of Trees – under 3 m	Each	R
5.7.3	Trimming/Pruning of Trees – above 3 m	Each	R
5.7.4	Trimming/Pruning of Hedges/Shrubs	Per m ²	R

6.1 PRICE SCHEDULE: AREA 1**B ERF CLEARING: PRICING SCHEDULE – inclusive of all**

labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: Preamble: All tendered rates submitted in this pricing schedule will include the cost of removal and disposal of alien vegetation, trees, biomass, & litter from sites. All tender rates submitted in this pricing schedule will include the cost of Transport (Vehicles, Operators, Plants, Tools & Equipment) including operational support stuff. All prices submitted to exclude VAT. Tenderer must price all items in this pricing schedule.	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
6.1.1	TREES: Felling and/or disposal of small tree (less than 3 m in height and less than 100 mm in diameter)	Each	R
6.1.2	TREES: Felling and/or disposal of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	Each	R
6.1.3	TREES: Felling and/or disposal of large tree (height more than 10 m, diameter more than 200 mm)	Each	R
6.1.4	TREES: Removal and disposal of small tree stumps (less than 100 mm in diameter)	Each	R
6.1.5	TREES: Removal and disposal of medium tree stumps (diameter 100 to 200 mm)	Each	R
6.1.6	TREES: Removal and disposal of large tree stumps (diameter >200 mm)	Each	R
6.1.7	TREES: Replanting of small tree (less than 3 m in height and less than 100 mm in diameter)	per 70 - 125 kg	R
6.1.8	TREES: Replanting of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	per 200 - 250 kg	R
6.1.9	TREES: Replanting of large trees (height more than 10 m, diameter more than 200 mm)	per 1 000 kg	R

RATE (LABOUR, PLANT AND EQUIPMENT): Preamble: The rates hereunder will be used by the Project Manager at his/her own discretion.

The PM will submit a special request whenever necessary to the Contractor for any labour or equipment listed under this item.

All rates are independent special rates and are not integrated with any itemized deliverables on the document.

6.1.10	Use of Labour for general work	Per Hour	R
6.1.11	Use of Community Liaison Officer	Per Hour	R
6.1.12	Use of Driver/Operator	Per Hour	R
6.1.13	Use of Land Contamination Specialist: Contamination prevention requires necessary statutory specialist investigations and assessments, reporting and monitoring implementation of remedial actions when contamination is detected; including, liaise with Environmental Management Department (EMD) * All costs should be included in the rate provided.	Per Hour	R
6.1.14	Hiring Plant Equipment - Cherry Picker	Per Hour	R
6.1.15	Hiring Plant Equipment – Tractor and mowing-attachment	Per Hour	R
6.1.16	Hiring Plant Equipment - Digger Loader	Per Hour	R
6.1.17	Hiring Plant Equipment – 6-Ton-Truck	Per Hour	R
6.1.18	Hiring Plant Equipment – 10-Ton-Truck	Per Hour	R
REMOVAL AND DISPOSAL OF UNAUTHORISED DUMPING			
6.1.19	Removal and disposal of rubble and refuse	Per ton	R
6.1.20	Removal and disposal of Asbestos, by appointing accredited specialist according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO8. 5 OF 1993)	Per ton	R
6.1.21	Removal and disposal of Tyres	Per tyre	R
6.1.22	Removal and disposal of Oil Cans/Bottles	Per litre	R
6.1.23	Removal and disposal of Shipping Containers (average 3 x 3 m size)	Per container	R
6.1.24	Removal and disposal of Shipping containers (average 3 x 6 m size)	Per container	R
CONTINGENCY			
6.1.25	Contingency as purchase order and to the discretion of a Project Manager		R5 000.00

6.2 PRICE SCHEDULE: AREA 2**B ERF CLEARING: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: Preamble: All tendered rates submitted in this pricing schedule will include the cost of removal and disposal of alien vegetation, trees, biomass, & litter from sites. All tender rates submitted in this pricing schedule will include the cost of Transport (Vehicles, Operators, Plants, Tools & Equipment) including operational support stuff. All prices submitted to exclude VAT. Tenderer must price all items in this pricing schedule.	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
6.2.1	TREES: Felling and/or disposal of small tree (less than 3 m in height and less than 100 mm in diameter)	Each	R
6.2.2	TREES: Felling and/or disposal of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	Each	R
6.2.3	TREES: Felling and/or disposal of large tree (height more than 10 m, diameter more than 200 mm)	Each	R
6.2.4	TREES: Removal and disposal of small tree stumps (less than 100 mm in diameter)	Each	R
6.2.5	TREES: Removal and disposal of medium tree stumps (diameter 100 to 200 mm)	Each	R
6.2.6	TREES: Removal and disposal of large tree stumps (diameter >200 mm)	Each	R
6.2.7	TREES: Replanting of small tree (less than 3 m in height and less than 100 mm in diameter)	per 70 - 125 kg	R
6.2.8	TREES: Replanting of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	per 200 - 250 kg	R
6.2.9	TREES: Replanting of large trees (height more than 10 m, diameter more than 200 mm)	per 1 000 kg	R

RATE (LABOUR, PLANT AND EQUIPMENT): Preamble: The rates hereunder will be used by the Project Manager at his/her own discretion.

The PM will submit a special request whenever necessary to the Contractor for any labour or equipment listed under this item.

All rates are independent special rates and are not integrated with any itemized deliverables on the document.

6.2.10	Use of Labour for general work	Per Hour	R
6.2.11	Use of Community Liaison Officer	Per Hour	R
6.2.12	Use of Driver/Operator	Per Hour	R
6.2.13	Use of Land Contamination Specialist: Contamination prevention requires necessary statutory specialist investigations and assessments, reporting and monitoring implementation of remedial actions when contamination is detected; including, liaise with Environmental Management Department (EMD) * All costs should be included in the rate provided.	Per Hour	R
6.2.14	Hiring Plant Equipment - Cherry Picker	Per Hour	R
6.2.15	Hiring Plant Equipment – Tractor and mowing-attachment	Per Hour	R
6.2.16	Hiring Plant Equipment - Digger Loader	Per Hour	R
6.2.17	Hiring Plant Equipment – 6-Ton-Truck	Per Hour	R
6.2.18	Hiring Plant Equipment – 10-Ton-Truck	Per Hour	R
REMOVAL AND DISPOSAL OF UNAUTHORISED DUMPING			
6.2.19	Removal and disposal of rubble and refuse	Per ton	R
6.2.20	Removal and disposal of Asbestos, by appointing accredited specialist according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO8. 5 OF 1993)	Per ton	R
6.2.21	Removal and disposal of Tyres	Per tyre	R
6.2.22	Removal and disposal of Oil Cans/Bottles	Per litre	R
6.2.23	Removal and disposal of Shipping Containers (average 3 x 3 m size)	Per container	R
6.2.24	Removal and disposal of Shipping containers (average 3 x 6 m size)	Per container	R
CONTINGENCY			
6.2.25	Contingency as purchase order and to the discretion of a Project Manager		R5 000.00

6.3 PRICE SCHEDULE: AREA 3**B ERF CLEARING: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: Preamble: All tendered rates submitted in this pricing schedule will include the cost of removal and disposal of alien vegetation, trees, biomass, & litter from sites. All tender rates submitted in this pricing schedule will include the cost of Transport (Vehicles, Operators, Plants, Tools & Equipment) including operational support stuff. All prices submitted to exclude VAT. Tenderer must price all items in this pricing schedule.	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
6.3.1	TREES: Felling and/or disposal of small tree (less than 3 m in height and less than 100 mm in diameter)	Each	R
6.3.2	TREES: Felling and/or disposal of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	Each	R
6.3.3	TREES: Felling and/or disposal of large tree (height more than 10 m, diameter more than 200 mm)	Each	R
6.3.4	TREES: Removal and disposal of small tree stumps (less than 100 mm in diameter)	Each	R
6.3.5	TREES: Removal and disposal of medium tree stumps (diameter 100 to 200 mm)	Each	R
6.3.6	TREES: Removal and disposal of large tree stumps (diameter >200 mm)	Each	R
6.3.7	TREES: Replanting of small tree (less than 3 m in height and less than 100 mm in diameter)	per 70 - 125 kg	R
6.3.8	TREES: Replanting of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	per 200 - 250 kg	R
6.3.9	TREES: Replanting of large trees (height more than 10 m, diameter more than 200 mm)	per 1 000 kg	R

RATE (LABOUR, PLANT AND EQUIPMENT): Preamble: The rates hereunder will be used by the Project Manager at his/her own discretion.

The PM will submit a special request whenever necessary to the Contractor for any labour or equipment listed under this item.

All rates are independent special rates and are not integrated with any itemized deliverables on the document.

6.3.10	Use of Labour for general work	Per Hour	R
6.3.11	Use of Community Liaison Officer	Per Hour	R
6.3.12	Use of Driver/Operator	Per Hour	R
6.3.13	Use of Land Contamination Specialist: Contamination prevention requires necessary statutory specialist investigations and assessments, reporting and monitoring implementation of remedial actions when contamination is detected; including, liaise with Environmental Management Department (EMD) * All costs should be included in the rate provided.	Per Hour	R
6.3.14	Hiring Plant Equipment - Cherry Picker	Per Hour	R
6.3.15	Hiring Plant Equipment – Tractor and mowing-attachment	Per Hour	R
6.3.16	Hiring Plant Equipment - Digger Loader	Per Hour	R
6.3.17	Hiring Plant Equipment – 6-Ton-Truck	Per Hour	R
6.3.18	Hiring Plant Equipment – 10-Ton-Truck	Per Hour	R
REMOVAL AND DISPOSAL OF UNAUTHORISED DUMPING			
6.3.19	Removal and disposal of rubble and refuse	Per ton	R
6.3.20	Removal and disposal of Asbestos, by appointing accredited specialist according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO8. 5 OF 1993)	Per ton	R
6.3.21	Removal and disposal of Tyres	Per tyre	R
6.3.22	Removal and disposal of Oil Cans/Bottles	Per litre	R
6.3.23	Removal and disposal of Shipping Containers (average 3 x 3 m size)	Per container	R
6.3.24	Removal and disposal of Shipping containers (average 3 x 6 m size)	Per container	R
CONTINGENCY			
6.3.25	Contingency as purchase order and to the discretion of a Project Manager		R5 000.00

6.4 PRICE SCHEDULE: AREA 4**B ERF CLEARING: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: Preamble: All tendered rates submitted in this pricing schedule will include the cost of removal and disposal of alien vegetation, trees, biomass, & litter from sites. All tender rates submitted in this pricing schedule will include the cost of Transport (Vehicles, Operators, Plants, Tools & Equipment) including operational support stuff. All prices submitted to exclude VAT. Tenderer must price all items in this pricing schedule.	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
6.4.1	TREES: Felling and/or disposal of small tree (less than 3 m in height and less than 100 mm in diameter)	Each	R
6.4.2	TREES: Felling and/or disposal of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	Each	R
6.4.3	TREES: Felling and/or disposal of large tree (height more than 10 m, diameter more than 200 mm)	Each	R
6.4.4	TREES: Removal and disposal of small tree stumps (less than 100 mm in diameter)	Each	R
6.4.5	TREES: Removal and disposal of medium tree stumps (diameter 100 to 200 mm)	Each	R
6.4.6	TREES: Removal and disposal of large tree stumps (diameter >200 mm)	Each	R
6.4.7	TREES: Replanting of small tree (less than 3 m in height and less than 100 mm in diameter)	per 70 - 125 kg	R
6.4.8	TREES: Replanting of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	per 200 - 250 kg	R
6.4.9	TREES: Replanting of large trees (height more than 10 m, diameter more than 200 mm)	per 1 000 kg	R

RATE (LABOUR, PLANT AND EQUIPMENT): Preamble: The rates hereunder will be used by the Project Manager at his/her own discretion.

The PM will submit a special request whenever necessary to the Contractor for any labour or equipment listed under this item.

All rates are independent special rates and are not integrated with any itemized deliverables on the document.

6.4.10	Use of Labour for general work	Per Hour	R
6.4.11	Use of Community Liaison Officer	Per Hour	R
6.4.12	Use of Driver/Operator	Per Hour	R
6.4.13	Use of Land Contamination Specialist: Contamination prevention requires necessary statutory specialist investigations and assessments, reporting and monitoring implementation of remedial actions when contamination is detected; including, liaise with Environmental Management Department (EMD) * All costs should be included in the rate provided.	Per Hour	R
6.4.14	Hiring Plant Equipment - Cherry Picker	Per Hour	R
6.4.15	Hiring Plant Equipment – Tractor and mowing-attachment	Per Hour	R
6.4.16	Hiring Plant Equipment - Digger Loader	Per Hour	R
6.4.17	Hiring Plant Equipment – 6-Ton-Truck	Per Hour	R
6.4.18	Hiring Plant Equipment – 10-Ton-Truck	Per Hour	R
REMOVAL AND DISPOSAL OF UNAUTHORISED DUMPING			
6.4.19	Removal and disposal of rubble and refuse	Per ton	R
6.4.20	Removal and disposal of Asbestos, by appointing accredited specialist according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO8. 5 OF 1993)	Per ton	R
6.4.21	Removal and disposal of Tyres	Per tyre	R
6.4.22	Removal and disposal of Oil Cans/Bottles	Per litre	R
6.4.23	Removal and disposal of Shipping Containers (average 3 x 3 m size)	Per container	R
6.4.24	Removal and disposal of Shipping containers (average 3 x 6 m size)	Per container	R
CONTINGENCY			
6.4.25	Contingency as purchase order and to the discretion of a Project Manager		R5 000.00

6.5 PRICE SCHEDULE: AREA 5A**B ERF CLEARING: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: Preamble: All tendered rates submitted in this pricing schedule will include the cost of removal and disposal of alien vegetation, trees, biomass, & litter from sites. All tender rates submitted in this pricing schedule will include the cost of Transport (Vehicles, Operators, Plants, Tools & Equipment) including operational support stuff. All prices submitted to exclude VAT. Tenderer must price all items in this pricing schedule.	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
6.5.1	TREES: Felling and/or disposal of small tree (less than 3 m in height and less than 100 mm in diameter)	Each	R
6.5.2	TREES: Felling and/or disposal of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	Each	R
6.5.3	TREES: Felling and/or disposal of large tree (height more than 10 m, diameter more than 200 mm)	Each	R
6.5.4	TREES: Removal and disposal of small tree stumps (less than 100 mm in diameter)	Each	R
6.5.5	TREES: Removal and disposal of medium tree stumps (diameter 100 to 200 mm)	Each	R
6.5.6	TREES: Removal and disposal of large tree stumps (diameter >200 mm)	Each	R
6.5.7	TREES: Replanting of small tree (less than 3 m in height and less than 100 mm in diameter)	per 70 - 125 kg	R
6.5.8	TREES: Replanting of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	per 200 - 250 kg	R
6.5.9	TREES: Replanting of large trees (height more than 10 m, diameter more than 200 mm)	per 1 000 kg	R

RATE (LABOUR, PLANT AND EQUIPMENT): Preamble: The rates hereunder will be used by the Project Manager at his/her own discretion.

The PM will submit a special request whenever necessary to the Contractor for any labour or equipment listed under this item.

All rates are independent special rates and are not integrated with any itemized deliverables on the document.

6.5.10	Use of Labour for general work	Per Hour	R
6.5.11	Use of Community Liaison Officer	Per Hour	R
6.5.12	Use of Driver/Operator	Per Hour	R
6.5.13	Use of Land Contamination Specialist: Contamination prevention requires necessary statutory specialist investigations and assessments, reporting and monitoring implementation of remedial actions when contamination is detected; including, liaise with Environmental Management Department (EMD) * All costs should be included in the rate provided.	Per Hour	R
6.5.14	Hiring Plant Equipment - Cherry Picker	Per Hour	R
6.5.15	Hiring Plant Equipment – Tractor and mowing-attachment	Per Hour	R
6.5.16	Hiring Plant Equipment - Digger Loader	Per Hour	R
6.5.17	Hiring Plant Equipment – 6-Ton-Truck	Per Hour	R
6.5.18	Hiring Plant Equipment – 10-Ton-Truck	Per Hour	R
REMOVAL AND DISPOSAL OF UNAUTHORISED DUMPING			
6.5.19	Removal and disposal of rubble and refuse	Per ton	R
6.5.20	Removal and disposal of Asbestos, by appointing accredited specialist according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO8. 5 OF 1993)	Per ton	R
6.5.21	Removal and disposal of Tyres	Per tyre	R
6.5.22	Removal and disposal of Oil Cans/Bottles	Per litre	R
6.5.23	Removal and disposal of Shipping Containers (average 3 x 3 m size)	Per container	R
6.5.24	Removal and disposal of Shipping containers (average 3 x 6 m size)	Per container	R
CONTINGENCY			
6.5.25	Contingency as purchase order and to the discretion of a Project Manager		R5 000.00

6.6 PRICE SCHEDULE: AREA 5B**B ERF CLEARING: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: Preamble: All tendered rates submitted in this pricing schedule will include the cost of removal and disposal of alien vegetation, trees, biomass, & litter from sites. All tender rates submitted in this pricing schedule will include the cost of Transport (Vehicles, Operators, Plants, Tools & Equipment) including operational support stuff. All prices submitted to exclude VAT. Tenderer must price all items in this pricing schedule.	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
6.6.1	TREES: Felling and/or disposal of small tree (less than 3 m in height and less than 100 mm in diameter)	Each	R
6.6.2	TREES: Felling and/or disposal of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	Each	R
6.6.3	TREES: Felling and/or disposal of large tree (height more than 10 m, diameter more than 200 mm)	Each	R
6.6.4	TREES: Removal and disposal of small tree stumps (less than 100 mm in diameter)	Each	R
6.6.5	TREES: Removal and disposal of medium tree stumps (diameter 100 to 200 mm)	Each	R
6.6.6	TREES: Removal and disposal of large tree stumps (diameter >200 mm)	Each	R
6.6.7	TREES: Replanting of small tree (less than 3 m in height and less than 100 mm in diameter)	per 70 - 125 kg	R
6.6.8	TREES: Replanting of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	per 200 - 250 kg	R
6.6.9	TREES: Replanting of large trees (height more than 10 m, diameter more than 200 mm)	per 1 000 kg	R

RATE (LABOUR, PLANT AND EQUIPMENT): Preamble: The rates hereunder will be used by the Project Manager at his/her own discretion.

The PM will submit a special request whenever necessary to the Contractor for any labour or equipment listed under this item.

All rates are independent special rates and are not integrated with any itemized deliverables on the document.

6.6.10	Use of Labour for general work	Per Hour	R
6.6.11	Use of Community Liaison Officer	Per Hour	R
6.6.12	Use of Driver/Operator	Per Hour	R
6.6.13	Use of Land Contamination Specialist: Contamination prevention requires necessary statutory specialist investigations and assessments, reporting and monitoring implementation of remedial actions when contamination is detected; including, liaise with Environmental Management Department (EMD) * All costs should be included in the rate provided.	Per Hour	R
6.6.14	Hiring Plant Equipment - Cherry Picker	Per Hour	R
6.6.15	Hiring Plant Equipment – Tractor and mowing-attachment	Per Hour	R
6.6.16	Hiring Plant Equipment - Digger Loader	Per Hour	R
6.6.17	Hiring Plant Equipment – 6-Ton-Truck	Per Hour	R
6.6.18	Hiring Plant Equipment – 10-Ton-Truck	Per Hour	R
REMOVAL AND DISPOSAL OF UNAUTHORISED DUMPING			
6.6.19	Removal and disposal of rubble and refuse	Per ton	R
6.6.20	Removal and disposal of Asbestos, by appointing accredited specialist according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO8. 5 OF 1993)	Per ton	R
6.6.21	Removal and disposal of Tyres	Per tyre	R
6.6.22	Removal and disposal of Oil Cans/Bottles	Per litre	R
6.6.23	Removal and disposal of Shipping Containers (average 3 x 3 m size)	Per container	R
6.6.24	Removal and disposal of Shipping containers (average 3 x 6 m size)	Per container	R
CONTINGENCY			
6.6.25	Contingency as purchase order and to the discretion of a Project Manager		R5 000.00

6.7 PRICE SCHEDULE: AREA 5C**B ERF CLEARING: PRICING SCHEDULE – inclusive of**
ALL labour, transport, PPE clothing, materials and equipment

ITEM NO	DESCRIPTION: Preamble: All tendered rates submitted in this pricing schedule will include the cost of removal and disposal of alien vegetation, trees, biomass, & litter from sites. All tender rates submitted in this pricing schedule will include the cost of Transport (Vehicles, Operators, Plants, Tools & Equipment) including operational support stuff. All prices submitted to exclude VAT. Tenderer must price all items in this pricing schedule.	UNIT	FIRM TOTAL UNIT PRICE Excl VAT YEAR 1
6.7.1	TREES: Felling and/or disposal of small tree (less than 3 m in height and less than 100 mm in diameter)	Each	R
6.7.2	TREES: Felling and/or disposal of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	Each	R
6.7.3	TREES: Felling and/or disposal of large tree (height more than 10 m, diameter more than 200 mm)	Each	R
6.7.4	TREES: Removal and disposal of small tree stumps (less than 100 mm in diameter)	Each	R
6.7.5	TREES: Removal and disposal of medium tree stumps (diameter 100 to 200 mm)	Each	R
6.7.6	TREES: Removal and disposal of large tree stumps (diameter >200 mm)	Each	R
6.7.7	TREES: Replanting of small tree (less than 3 m in height and less than 100 mm in diameter)	per 70 - 125 kg	R
6.7.8	TREES: Replanting of medium tree (height 3 m to 10 m, diameter 100 to 200 mm)	per 200 - 250 kg	R
6.7.9	TREES: Replanting of large trees (height more than 10 m, diameter more than 200 mm)	per 1 000 kg	R

RATE (LABOUR, PLANT AND EQUIPMENT): Preamble: The rates hereunder will be used by the Project Manager at his/her own discretion.

The PM will submit a special request whenever necessary to the Contractor for any labour or equipment listed under this item.

All rates are independent special rates and are not integrated with any itemized deliverables on the document.

6.7.10	Use of Labour for general work	Per Hour	R
6.7.11	Use of Community Liaison Officer	Per Hour	R
6.7.12	Use of Driver/Operator	Per Hour	R
6.7.13	Use of Land Contamination Specialist: Contamination prevention requires necessary statutory specialist investigations and assessments, reporting and monitoring implementation of remedial actions when contamination is detected; including, liaise with Environmental Management Department (EMD) * All costs should be included in the rate provided.	Per Hour	R
6.7.14	Hiring Plant Equipment - Cherry Picker	Per Hour	R
6.7.15	Hiring Plant Equipment – Tractor and mowing-attachment	Per Hour	R
6.7.16	Hiring Plant Equipment - Digger Loader	Per Hour	R
6.7.17	Hiring Plant Equipment – 6-Ton-Truck	Per Hour	R
6.7.18	Hiring Plant Equipment – 10-Ton-Truck	Per Hour	R
REMOVAL AND DISPOSAL OF UNAUTHORISED DUMPING			
6.7.19	Removal and disposal of rubble and refuse	Per ton	R
6.7.20	Removal and disposal of Asbestos, by appointing accredited specialist according to OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO8. 5 OF 1993)	Per ton	R
6.7.21	Removal and disposal of Tyres	Per tyre	R
6.7.22	Removal and disposal of Oil Cans/Bottles	Per litre	R
6.7.23	Removal and disposal of Shipping Containers (average 3 x 3 m size)	Per container	R
6.7.24	Removal and disposal of Shipping containers (average 3 x 6 m size)	Per container	R
CONTINGENCY			
6.7.25	Contingency as purchase order and to the discretion of a Project Manager		R5 000.00

CITY OF CAPE TOWN AREA MAP



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

City of Cape Town Area Map

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____

2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful Tenderer/Supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful Tenderer/Supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

- 1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “price” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/100

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

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

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

1. No bid will be accepted from:

1.1 persons in the service of the state¹, or

1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or

1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or

1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:

1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;

1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the Tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of Tenderer or his or her representative:.....

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company or Close Corporation Registration Number:.....

3.5 Tax Reference Number.....

3.6 VAT Registration Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars

3.11 Are you, aware of any relationship (family, friend, other) between any other Tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

1 The tender offer of any Tenderer may be rejected if that Tenderer or any of its directors/members have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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 ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		

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

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of Tenderer)

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

The Tenderer:

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

Physical Business address(es) of the Tenderer	Municipal Account number(s)

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

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

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

Date

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

- 8.1 The Contract Price Adjustment Mechanism contained in this schedule is compulsory and binding on all Tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Contract Price Adjustment will be calculated as follow:

8.4.1 PRICING SCHEDULE – inclusive of all labour, PPE clothing, transport, AND consumables/materials.

The labour variation shall be based on the annual increase from Department of Employment and Labour: Sectoral Determination. Other cost shall be subject to CPI based on the conditions stipulated below.

Component		Tenderer to indicate the % variation values	Applicable basis
A	Labour	%	Minimum sectorial determination of Department of Employment and Labour.
B	Other cost	%	South African Consumer Price Index (refer to 17.4.2.2 below)
C	Fixed (minimum 10 %)	10 %	
TOTAL		100 %	

Gazetted statutory price increases in respect of the labour component that may come into effect between the date of tender submission and date of tender award period may be considered at the time of tender operationalisation.

8.4.2 Pricing Schedule: RATES FOR EQUIPMENT & CONSUMABLES

- 8.4.2.1 90 % of the tender prices shall be subject to CPI variation. 10 % of the tender price shall remain fixed and firm for the duration of the contract. Contract price adjustment will be calculated year on year.
- 8.4.2.2 CPI claims Year 1
- 1st year: 12 months from date of commencement of contract - Firm – No request for price increases shall be considered.
- 8.4.2.3 CPI claims Year 2
- 2nd year: Subject to adjustment in accordance with the Consumer Price Index. (Base month for the price adjustment shall be the month of commencement of the 1st year and end date shall be 12th month of the 1st year.)
- 8.4.2.4 CPI claims Year 3
- 3rd year: Subject to adjustment in accordance with the Consumer Price Index. (Base month for the price adjustment shall be the month of commencement of the 2nd year and end date shall be 12th month of the 2nd year.)

8.4.3 All requests for variation in the Contract price shall be submitted in writing as follows:

By email to: CPA.Request@capetown.gov.za

By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or by email to: CPA.Request@capetown.gov.za prior to the date upon which the price adjustment would become effective.

When submitting a claim for contract price adjustment the Contractor shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [275S/2021/22: **GARDENING Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]**] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

N/A

Schedule 11: Price Basis for Imported Resources

N/A

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

N/A

Schedule 13: List of other documents attached by Tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the Tender

A: GARDENING: Schedule 15: Information to be provided with Tender

A: Schedule 15A: Certification/Registration

All the information to be submitted under Schedule 15 **MUST** be completed in the Tender Document in order to qualify for functionality. **Document/s to be clearly indexed and numbered accordingly.**

The following must be attached to Schedule 15A:

Only tenderers registered with **Department of Agriculture, Forestry and Fisheries for a Herbicide/Weed control Certification as stipulated under Section 23 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947)** will be declared responsive. The DAFF registration to be in the name of company directors or their representatives; CV of Directors/CIPC documentation to be attached.

Where the certification is linked to another employee within the company, the vendor will provide for a written signed contract with such an employee for the duration of the contract.

Certificate/Registration/Permit	Certification/registration/permit/number	Attached Proof	
		Yes	No
Certification for the use of Herbicide/Weed control in Horticultural Management			
Unit Standard no 264194: Operate Specialised Walk-behind Mowers			
Unit Standard no 264182: Operate Brush Cutters in a horticultural environmen			
Unit Standard no 264195: Operate Chainsaws for limbing and logging at ground leve			

A: Schedule 15B: PREVIOUS RELEVANT EXPERIENCE of TENDERER

Previous/Relevant Experience: Proof of Gardening Services Contracts over the value of R30 000.00 per annum per contract, or a reference letter, to be provided with the tender submission, on closing date.

Relevant Gardening Contracts are defined as – both residential and/or commercial contracts and corporate environment, inclusive of, at least, grass cutting and tree pruning as part of the services.

Submitted proof must include a monthly invoice or award/reference letter which clearly indicate values and sites/facilities with contactable references.

No	Company Name of previous Client	Name & Contact details of previous Client	Site/Facility name of previous Client	Description of the Service rendered	R-value	Proof attached - YES	Proof attached - NO
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

A: Schedule 15C: STAFF EXPERIENCE

Tenderers must indicate their staff complement here. The staff required for this contract include: Supervisors, **Chemical Weed Control Operators**, **Chainsaw Operators**, **Brush Cutter Operators**, and **Ride on Mower Operators**.

Tenderers must submit/produce an accredited certification from a recognised institution where certification is required.

STAFF: Supervisor [2 points per staff listed, max 8]

No.	Name and Surname
1	
2	
3	
4	
5	

STAFF: Chemical Weed Control Operator [2 points per staff listed, max 8 points]

No.	Name and Surname	Attached Certification YES	Attached Certification NO
1			
2			
3			
4			
5			

STAFF: Chainsaw Operator [2 points per staff listed, max 8 points]

No.	Name and Surname	Attached Certification YES	Attached Certification NO
1			
2			
3			
4			
5			

STAFF: Brush Cutter Operator [2 points per staff listed, max 8 points]			
No.	Name and Surname	Attached Certification YES	Attached Certification NO
1			
2			
3			
4			
5			
STAFF: Ride on Mower Operator [2 points per staff listed, max 8 points]			
No.	Name and Surname	Attached Certification YES	Attached Certification NO
1			
2			
3			
4			
5			

SIGNED ON BEHALF OF TENDERER:

B: ERF CLEARING: Schedule 15: Information to be provided with Tender**B: Schedule 15A: Certification/Registration**

Only Tenderers registered with **Department of Agriculture, Forestry and Fisheries for a Herbicide/Weed control Certification as stipulated under Section 23 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947)** will be declared responsive. The DAFF registration to be in the name of company directors or their representatives; CV of Directors/CIPC documentation to be attached.

Where the certification is linked to another employee within the company, the vendor will provide for a written signed contract with such an employee for the duration of the contract.

Certificate/Registration/Permit	Certification/registration/permit/number	Attached proof	
		Yes	No
Unit Standard no 264186: Conduct controlled tree felling in various locations			

All the information to be submitted under Schedule 15 **MUST** be completed in the Tender Document in order to qualify for functionality. **Document/s to be clearly indexed and numbered accordingly.**

B: Schedule 15B: PLANT, EQUIPMENT & TOOLS

Plant & Equipment: Tenderer/Supplier to list; what will be used in this Tender.

Proof of Registration for Owned Vehicles - Tractors, Cherry Pickers & Other - to be provided with the tender submission, on closing date.

Proof of a Credibility for a Hiring Company to be provided, when hired, or when having access to the above; to be provided with the tender submission, on closing date.

Please note: Points will only be allocated in terms of plant and equipment, necessary/needed for carrying out the works as described in this Tender document.

No.	Item	Owned	Hired/Access to
1			
2			
3			
4			
5			

B: Schedule 15C: PREVIOUS RELEVANT EXPERIENCE of TENDERER

Previous/Relevant Experience: Proof of Erf Clearing Services Contracts per annum, or a reference letter, to be provided with the tender submission, on closing date.

Relevant Erf Clearing Contracts are defined as: both residential and/or commercial contracts and corporate environment, inclusive of, at least, erf clearing and removal of unauthorised dumping as part of the services.

Submitted proof must include a monthly invoice or award/reference letter which clearly indicate values and sites/facilities with contactable references.

No	Company Name of previous Client	Name & Contact details of previous Client	Site/Facility name of previous Client	Description of the Service rendered	R-value	Proof attached - YES	Proof attached - NO
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

B: Schedule 15D: VALUES OF PREVIOUS RELEVANT CONTRACTS

Previous/Relevant Experience: Proof of Erf Clearing Services Contracts per annum, or a reference letter, to be provided with the tender submission, on closing date.

Relevant Erf Clearing Contracts are defined as: both residential and/or commercial contracts and corporate environment, inclusive of, at least, erf clearing and removal of unauthorised dumping as part of the services.

Submitted proof must include a monthly invoice or award/reference letter which clearly indicate values and sites/facilities with contactable references.

No	Company Name of previous Client	Name & Contact details of previous Client	Site/Facility name of previous Client	Description of the Service rendered	R-value	Proof attached - YES	Proof attached - NO
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

B: Schedule 15E: LABOUR/STAFF EXPERIENCE

Tenderers must indicate their staff complement here. The staff required for this contract include: **Management and/or Administrative, Supervisors, Drivers/Operators, and, General Staff.**

Tenderers **MUST** submit/produce an accredited certification from a recognised institution where certification is required.

STAFF: Management/Administration

No.	Name and Surname
1	
2	
3	
4	
5	

STAFF: Supervisor/s

No.	Name and Surname
1	
2	
3	
4	
5	

STAFF: Drivers/Operators

No.	Name and Surname	Attached Certification YES	Attached Certification NO
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

STAFF: General Staff	
No.	Name and Surname
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: **275S/2021/22**

TENDER DESCRIPTION: **Gardening Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]**

CONTRACT PERIOD: **NOT EXCEEDING THIRTY-SIX (36) MONTHS** from the date of commencement of the contract

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

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

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The Supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The Supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Supplier from time to time;

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

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

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

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

7. Performance Security

N/A

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the Supplier in terms of this contract, the Supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the Supplier, covering the Supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

All items in the pricing schedule will be subject to CPI as published by Statistics South Africa and where applicable, labour price adjustment will be subjected to the relevant legislation as gazetted from time to time. The contract price adjustment mechanism is outlined in Schedule 8.

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

17.5.1 Adjustment for variations in rates of exchange:

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

- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or Sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

19. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the Supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the Supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the Supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

- 22.3 Key drivers: **GARDENING**

- 22.3.1 Staffing: refers to a staff compliment with at least a Supervisor to lead a team, trained in Health & Safety, and staff who are competent to operate machinery; i.e. and Number of Supervisor—Cleaners the Contractor must supply on a daily bases identified in schedule 13 of the contract data. In the case where the Contractor does not meet the requirements, it will be deemed as short staffing and the penalty procedure will be implemented.

- 22.3.2 Equipment: refers to the minimum equipment the Contractor must supply and be available per facility as outlined in Schedule 13, Cleaning and Equipment Schedule. All equipment must be in working order, suitable/appropriate and safe to use at all times. Should the equipment be identified as unsafe to use or must be replaced due to it not being in working order, the Contractor must replace the equipment within the timeframe outlined in the performance measures.

In the case where the Contractor does not meet the requirements the penalty procedure will be implemented.

Non-compliance with the specifications, i.e. short-staffing or lack of equipment or materials, will lead to a penalty of 5 % of the invoice/quoted price.

22.3.3 Performance Evaluators and Measurements

Key performance evaluators and measurements to effectively monitor and record the Contractor performance was selected aligned with the contract. The measurements against deliverables are linked to ensure measures and standards outlined in the document, PF00. Performance Evaluators and Measurements below.

Description	Responsibility	Frequency	Contract Requirements	Performance Standards	Performance measure	Supporting Documents	Corrective Actions
Staff compliment (minimum number of staff required)	Supervisor	Daily	Responsible for managing the full staff complement on site	Ensure efficient gardening staff & services Any staff member absent for any reason is substituted immediately Contactable at all times during the working day by means of a cell phone.	Replacement within <=2 hrs.	Report to FO/OPS & Attendants: Attendant register	Replacement within <=2 hrs. Attendance register submitted within <- 1 hr. same day
	Supervisor		Contract staff on site	Supervision of work executed by gardeners	Inspection, measuring and recording gardening within the criteria of the schedule & specifications	Gardening schedule	Gardening: Inspection of the work recorded on job card Non-compliance must be recorded on job card Correction: 1 Immediately; 2 within 24 hrs
Competent Staff			Responsible for ensuring grass, beds and trees are serviced and maintained	Grass cut to specification, beds turned and free of weeds or alien vegetation, weed removal of hard surfaces, trees pruned to acceptable levels	Performance check lists.	Checklists, job completion verificate	Continuous default -> 40% or 3 consecutive working days, replacement of staff required
Staff	Supervisor	Daily	Inspection ensuring and that	Wearing Clean & neat uniform	Daily wearing a clean & neat	Record of	Corrective actions: Formal instruction to Contractor to rectify:

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Description	Responsibility	Frequency	Contract Requirements	Performance Standards	Performance measure	Supporting Documents	Corrective Actions
identification & Appearance			contract staff are presentable, have uniform, neat and identifiable	Identification tag Signed in, attendance register	uniform, identification tag Signed in, attendance register	attendance on attendance register & feedback on appearance	written instruction: <7 Days
	Gardener		Contract staff are presentable, have uniform, neat and identifiable and PPE	Wearing clean & neat uniform, identification tag Signed in, attendance register	Daily wearing a clean & neat uniform, identification tag Signed in, attendance register	Record of attendance on attendance register & feedback on appearance	Corrective actions: Formal instruction to Contractor to rectify: written instruction: <7 Days
Equipment			Equipment & stock supplied as per schedule; material & equipment stored on site	Amount of equipment as agreed upon, is in working order and on site	Daily recording of equipment & safety inspection sheets	Bin card system for equipment & equipment register	Shortage of equipment must be supplied within 2 hrs.

22.3.4 PERFORMANCE INSPECTION CHECKLIST: GARDENING

P R O C E S S

(1) INSPECTION by OS/D; **(2) VERIFYING** by FO/PO; **(3) Possible REMEDIAL ACTION** to Contractor; **(4) PAYMENT** (with possible recommendation of PENALTY) via FM to SPO: Services

(1 & 2) INSPECTION & VERIFICATION of Gardening QUALITY by OS/D & FO/PO

All gardening to be carried out in accordance with the schedule below:

Key to GARDENING Building Facilities:

Or - On request

Cleaning in terms of Council's Solid Waste Recycling Programme						
Cleaning FREQUENCY			METHODOLOGY	Item/Description	Checked, Observations, & Remarks	Rating
			INSPECTION/VERIFYING for the MONTH of			100 % 2 50 % 1 0 % 0
Or			Mowing all grass areas and verges including edging	Grass/Lawns: Mowing & General Maintenance		
Or			Clearing and neatening: Churning of all flower boxes and beddings, including the de-weeding of areas	Flower boxes, -beddings and natural areas		
Or			Trimming all trees and shrubs; to remove all low hanging branches and leaves, allowing for adequate light and to promote healthy growth of all trees	Trees & Pruning		
Or			Removal of weeds from all areas including hard surfaces and building surrounds	Weed control		

Cleaning in terms of Council's Solid Waste Recycling Programme					
Cleaning FREQUENCY		METHODOLOGY	Item/Description	Checked, Observations, & Remarks	Rating 100 % 2 50 % 1 0 % 0
		INSPECTION/VERIFYING for the MONTH of			
Or			To ensure performance in line with contract condition.	Supervision, Monitoring & Staff monitoring	
Or			The contracted staff should be trained in OHS, relevant to their job function in order to execute their operational requirements – compliant to the OHS Act. Upon commencement of the contract the Tenderer shall provide the relevant CCT member the site specific Health and Safety file; to be readily available on site at all times. The Contractor shall adhere to all OHS principles as per the conditions of contract.	Health & Safety	
Or			The Contractor shall ensure that all equipment is in good working condition and readily available for inspection.	Equipment	
Or			Sweeping and removal: Clearing and removal offsite of garden refuse, rubble including foreign objects from all areas	Site clearance	
Date		Name & Surname		Signature: Supervisor/Driver	
Date		Name & Surname		Signature: Facility Officer	
(3) Possible REMEDIAL ACTION for attention of CONTRACTOR with the recommendation of a possible PENALTY if not attended to				Recommended PENALTY (%)	

Cleaning in terms of Council's Solid Waste Recycling Programme					
Cleaning FREQUENCY	METHODOLOGY		Item/Description	Checked, Observations, & Remarks	Rating
	INSPECTION/VERIFYING MONTH of	for the			100 % 2 50 % 1 0 % 0
Date	For attention/Noted by:				
(4) ACTIONING (possible) PENALTY with actual payment: submitted by SPO: Services				Final agreed to PENALTY (%)	
Date	Name & Surname		Signature: Facility Manager		
Date	Name & Surname		Signature: SPO: Services		

ERF CLEARING

**CONTRACT PERFORMANCE FRAMEWORK FOR
CENTRALISED FACILITIES MANAGEMENT AND MAINTENANCE
CONTRACT PERFORMANCE CRITERIA**

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1.0 Overview

In terms of section 116(2)(b) of Municipal Finance Management Act, Act No 56 of 2003, municipalities are mandated to effectively monitor the performance of the contractor under the contract or agreement. The effective monitoring and evaluation of the contractors must therefore be facilitated through formal performance measures defining responsibilities, level of service against performance evaluators and reporting arrangements within an agreed level of service. The level of service agreement provides a framework which outlines the performance criteria to ensure monitoring of performance against a formal framework.

2.0 Level of Service Framework

This framework represents an agreement for the provision of Erf clearing services required to support and sustain the daily operations and services offered to customers. The level of service framework was developed to take into account key areas of concerns which requires effective management of the services rendered.

The formal framework outlines the key performance indicators, evaluators, responsibilities and reporting arrangements for this contract. Evidence based monitoring and measures are incorporated that monitors and certifies that the service providers performed as contracted. Financial due diligence and non-compliance criteria are stipulated to assist evaluation at various stages of the contract.

2.1 Levels of Service

The determination of performance criteria, measures and targets for each service is pivotal to the effective management of the service – it is a departure point for:

- clear expectations & consistent standard of service;
- what outcomes are expected from the operations;
- performance monitoring and reporting (what are the indicators that need to be monitored to report actual;
- performance and the resources required;
- financial accountability
- effective record keeping.

3.0 Key Performance Criteria

The key criteria considered appropriate to the performance of each service have been selected, and simple measures proposed against deliverables and outcomes, Key drivers were identified to take into account key areas for each services to ensure effective monitoring linked to targets for each standards. collated in the following supporting documents:

PF00.1 Performance Evaluators and Measurements

PF00.2 Key Performance Score Card

PF00.3 Performance Inspection Checklist

The performance framework will be consistent with the service criteria, measures and targets that are adopted. These measures were adjusted and expanded to align with the strategic objectives of the contract, bearing in mind that each measure aligns with a monitoring system.

3.1 Key drivers

3.1.1 Staffing

Staffing, refers to the minimum staff compliment i.e. adequate staff to complete scope of works for each work project issued by the maintenance co-ordinator. In the case where the contractor does not meet the requirements it will be deemed as short-staffing that delays the completion of each works project within the agreed timeframes the penalty procedure will be implemented.

3.1.2 Equipment & Materials

Equipment, refers to the minimum equipment the contractor must supply and be available per works project relevant to the scope of work, therefore the contractor must ensure that:

1. all equipment must be in working order, suitable/appropriate and safe to use at all times.
2. should the equipment be identified as unsafe to use or must be replaced due to it not being in working order, the contractor must replace the equipment within the timeframe outlined in the performance measures.

In the case where the contractor does not meet the requirements the penalty procedure will be implemented, refer to *Penalty Procedure*.

3.1.4 Response clarification & Response times

The Contractor shall ensure that work requests classified as emergency and urgent must be attended to and resolved in a timely fashion.

Definition of Response times:

Emergency: Requests, which are of an emergency nature such as health, safety, injury, potential fire and damage to individuals or property, etc. which require immediate attention.

Urgency: Requests, which are of an urgent nature, such as to perform additional clearing for areas within a specified timeframe based on the nature of the request.

Proposed Response Time: Ad-hoc work (Office & After Hours):

PRIORITY	DESCRIPTION	CALL OUT TIME
1	Emergency	4hrs – 8hrs min
2	Urgent	12hrs – 24hrs

4.0 Monitoring and Control measures

4.1 Performance Framework

The overall review of the contractor's performance will be measured, monitored and reported at various levels and interval of the contract period. The objective of measuring the performance of the services received by the client against the agreed upon measurements as set out in PF00.1 Performance Evaluators and Measurements. The method of evaluation and frequency are set out within the framework as well as performance evaluation sessions with roles and responsibility of each monitoring agent assigned to the contract.

4.2 Contract performance review

Method of evaluation will be recorded and evidence base with focus on performance and service delivery. Meetings and sessions will be conducted to review performance as set out in PF00.2 Key Performance Score Card and PF00.3 Performance Inspection Checklists. This summary of information provides contract information and services provided which will record performance, non-compliance, failures, successes, challenges, opportunities and decisions taken.

4.3 Performance Evaluators and Measurements

Key performance evaluators and measurements to effectively monitor and record the contractor performance was selected aligned with the contract. The measurements against deliverables are linked to ensure measures and standards outlined in the document, PF00.1 Performance Evaluators and Measurements below.

4.3.1 PF00.1_Performance Evaluators and Measurements

Performance Indicators				Performance Measures & Standards				
Description	Responsibility	QTY	Frequency	Contract Requirements	Performance Standards	Performance measure	Supporting Documents	Corrective Actions
Staff Compliment (Minimum number of staff required)	Supervisor		Per Works project	Contract staff on site	Supervision of work executed by Erf Clearing	Inspection, measuring and recording of Erf Clearing scope of work within the criteria of the schedule & specifications	Erf Clearing schedule of Erf Clearing Scope of Work	Erf Clearing: Inspection of the work recorded on job card Non-compliance must be recorded on job card Correction - 1. Immediately 2. Within 24Hrs
Staff Performance	Supervisor Contract Staff per Works project		Per Works project	Responsible for Erf clearing as per scope of work & work issued by Supervisor	Scope of work per works project	Performance: 100% - Erf Clearing schedules Scope of Work per Works Project - Performance Checklists	Erf Clearing schedules Scope of Work per Works Project Performance Checklists	Formal instruction to Contractor to rectify. - Written instruction: <2 Days Penalty Clause imposed
Staff Identification & Appearance	Supervisor			Inspection and ensuring that contract staff are presentable, have uniform, neat and identifiable	Wearing Uniform & PPE Identification tag Signed in at attendance register	Wearing Uniform & PPE Identification tag Signed in at attendance register	Record of attendance on attendance register & feedback on appearance	Corrective actions / Formal instruction to Contractor to rectify. - Written instruction: <7 Days

TENDER NO: 275S/2021/22

Description	Responsibility	QTY	Frequency	Contract Requirements	Performance Standards	Performance measure	Supporting Documents	Corrective Actions
Maintenance of Small Plant & Equipment:	Contractor			All small plant, power tools, leads, ladders, cutters, mowers, shredders, chain-saws etc and any other equipment required for use on site.	Amount of equipment as agreed upon is in working order and on site: - is to be in a safe working condition on arrival at site; - which are damaged in the course of use must be repaired, replaced or removed	Employer reserves the right to conduct spot checks and any equipment found to be in an unsafe condition will be confiscated and held The Employer reserves the right to fine Contractors up to R500 per item where tools or equipment being used on site are found to be unsafe.	Equipment register	Contractor verifies their intention to repair or replace the item in question No illegal electrical connections will be permitted.
Record Keeping: Record of service provided	Gardening			Gardening and clearing of site as per Scope of Work (per site)	Completion of approved scope of work within the agreed timeframe	Completion of work & Delivery within timeframe	Scope of Work Quotation Attendance register Acceptance / Refusal Timeframes	Re-arrange schedule to complete scope of work within agreed revised timelines.
Compliance Standards and Requirements	Principal Technician/ Maintenance Co-ordinator			Detailed specification as per Contract Data _ page 31 – 36	As set out in specifications within Contract Data page 31 – 36	As set out in specifications within Contract Data page 31 – 36	As requested within Contract Data page 31 – 36	As per instruction issued per works project Implementation of penalty

4.4 Roles and Reporting Arrangements

The determination of roles and responsibility for the effective implementation of contract performance to ensure that performance criteria, measures and targets are achieved is pivotal to ensure the intended outcomes are achieved. Table A.1 outlines these important roles of the City to ensure effective outcomes are achieved.

TABLE A.1 Roles and Reporting Arrangements

Reporting	Designation	Responsibility	Evidence
HEAD: LOIPPM		Contract Review sessions	
	Principal Technician/s	Contract performance meeting Contract compliance monitoring Authorise payment against invoices	Overall Performance Score Card
		Performance Evaluation session Verify contract performance against evidence documents Confirm payments against Invoice & supporting documents Impose penalties for non-compliance Implement correction actions against non-compliance must be recorded against performance criteria	
	Principal / Snr / Technician /	Performance Inspection Works project: Verify completion of Scope of Work Verify Invoice & supporting documents Confirmation: Completion of work within agreed timeframes Correcting complaints	Performance Inspection Checklist
	Technician / Clerk of Works / Senior Technical Assistant	Erf Clearing Inspections Works Project: Inspection checklist Adequate Capacity & Equipment Completion of Work: Scope of Work Correcting complaints	Erf Clearing Checklists

4.5 Performance Evaluation sessions

4.5.1 Contract performance meeting

Meeting co-ordinator: Principle Technician
Meeting attendees: PT/M Co-ordinator/Vendor & Supervisory Staff
Frequency: 2x per Financial Year

Method of evaluation: Overall Performance Score Card

4.5.2 Performance Evaluation session:

Responsibility: Principle Technician
Frequency: Quarterly
The performance of the vendor within the respective month and documentation provided by Technicians within the relevant invoices for review:

Method of evaluation:

1. Invoice
2. Performance inspection Check list
3. Attendance register
4. Equipment identified
5. Compliance Performance criteria in Contract Data
6. Corrective actions and non-compliance must be recorded against performance criteria

4.5.3 Performance Inspection

Responsibility: Maintenance Technician
Frequency: Works project inspections - dependent on nature and size of site

Method of evaluation: Performance Inspection Checklist

4.5.4 Erf Clearing Inspections

Responsibility: Maintenance Technician
Frequency: Works project - dependent on nature and size of site

Method of evaluation: Erf Clearing Checklists

5.0 Financial Due diligence & Compliance

5.1 Corrective action procedure

The framework outlines the contract information aligned with the key drivers which performance will be measured. Corrective actions for non-conformance will be recorded by responsible authority with specific instructions as corrective actions with timeframes.

Non-compliance with the specifications of the contractor:

Under the following conditions penalties can be imposed on the contractor which will lead to a penalty of R250.00 per day:

- should the contractor not meet their contractual obligations;
- deadlines are not met within the agreed works project timelines;
- short-staffing
- lack of adequate equipment to complete the works project,

The penalty calculation will be evoked and calculated from the date the contractor did not meet the agreed project completion date and will accumulate at R250 per day until the day the work is certified as complete by the maintenance co-ordinator.

Additional penalties clauses within contract:

- ❖ Where the contractor did not complete the scope of work within the agreed timeframe the council reserves the right to evoke penalty of R250.00 per day of the payment due to the Contractor against the Works project when the default occurred.
- ❖ Medical Certificates and Inductions are valid for the period of 1 year from date of issue.
 - Any person found working on site, whose name does not appear on an induction register will be instructed to vacate the site immediately and a contravention notice will be issued against the Principal Contractor as well as a fine of R500.
- ❖ The Employer reserves the right to fine Contractors up to R500 per item where tools or equipment being used on site are found to be unsafe.

5.2 Penalty procedure

In the event the contractor does not meet the specifications as per the contract after failing to implement corrective actions issued by the client within the agreed timeframes, the Council reserves the right to deduct from the Invoice of the respective Works Project generated where the non-compliance occurred or the month in which the default occurred.

Step 1:



Contractor will be informed in writing about the non-compliance and corrective actions that must be taken within timeframes set out in the performance framework.

Step 2:



Contractor are required to respond within set timeframes.

Step 3:



No response will evoke a penalty as set out in the penalty procedure

Step 4:



The default will be recorded the Council reserves the right to evoke penalty i.e. of R250.00 per day of the payment due to the Contractor against the Works project when the default occurred:

5.3 Payment and Invoice

Maintenance Co-ordinators will receive invoices for each works project with the specified scope of work performed. Principal Technicians / Technicians must review all invoices and confirmation of service against the contract specifications were indeed performed. All invoices from the service provider must be reviewed to confirm non-compliance, whether penalties must be imposed or incorrectness. Any financial recoveries must be made with the month the default occurred.

To ensure that the services were rendered, before payment is made the following must supporting documentation must be reviewed with the invoice, per Works Project, submitted by the contractor:

1. Invoice
2. Performance inspection Check list
3. Attendance register
4. Equipment list
5. Corrective actions and non-compliance must be recorded against performance criteria
6. EPWP Labour Report (per Works project) including:
 - Time Statements
 - Copy of payslip
 - Contracts (Copy – Once off)
 - Certified ID (Copy – Once off)

6.0 Formalised recordkeeping system

The City will create a centralised filing depository per area to ensure that all invoices and supporting evidence are retained and easily be retrieved;

A file with contract information will be created for each facility with set criteria specific to the contract specification per facility;

The following documents will be collated and safely kept:

- (a) General information of the facility;
- (b) Details of Contractor / Service provider
- (c) Contract specification (relevant to the facility);
- (d) Invoices & supporting financial information
- (e) Penalties record
- (f) Erf Clearing: Contract
 - Performance inspection Check list
 - Attendance register
 - Annual Gardening project schedule
 - Minimum requirements per Works Project list / schedule
 - Works project supporting documents:
 - .0.1.1 Scope of Work
 - .0.1.2 Agreed timeframes
 - .0.1.3 Quotations
 - .0.1.4 Acceptance / Refusal notice
 - .0.1.5 Invoice
- (g) Corrective actions and non-compliance must be recorded against performance criteria

Monthly the above list of information will be filed and stored safely which will assist in the retrieval and access of information within the monitoring and evaluation role of the City.

7.0 Summary

The contract performance framework represents an articulation and approach to effectively address the ability of the City to implement effective monitoring and control during the execution of contracts. Measure represents an agreement for the provision of Erf clearing services required to support and sustain the daily operations and services offered to customers. The level of service framework was developed to take into account key areas of concerns which requires effective management of the services rendered.

The formal framework outlines the Key measures, performance indicators, evaluators, roles and responsibilities forms the framework to ensure a unified standard, effective delivery of service and to achieve contract objectives.

ANNEXURE A.1

PF00.2_ **KEY PERFORMANCE : SCORE CARD****GARDENING SERVICES**

KEY SERVICE CRITERIA	FREQUENCY OF MEASUREMENT	PERFORMANCE MEASURE	TARGET PERFORMANCE LEVEL	OVERALL PERFORMANCE SCORE
Adequate amount & skill of staff, based on the scope of work	Per Works Project	Staff assigned to works project	100%	
Adequate, Safe, Equipment supplied per Works Project	Per Works Project	Equipment assigned to works project	100%	
Correcting complaints	Monthly	Performance corrective action	90%	
Erf Clearing outcome	Per Works Project	The contractors shall attain a minimum overall performance rating of 100% by conducting internal inspections. Performance inspection checklist	100%	
Staff are clearly identifiable & wearing relevant PPE.	Random checks	2 x Random checks per Works project	95%	
Tenant's satisfaction	Monthly	Results of survey ___% satisfaction	75%	
Timely execution of Emergency & Urgency Erf Clearing request	Per request	Time request was received/ Time work was executed. Score of work executed.	90%	

ANNEXURE A.2

PF00.3 PERFORMANCE INSPECTION CHECKLIST WORKS PROJECT: ERF CLEARING

Item/ Description	Frequency (determined per site)	Method	Description 100% - full service completed 50% - Partial service 0% - No service	Rating 100% - 2 50% - 1 0% - 0	Observations. Remarks
Cutting of Trees		-Cutting of trees -Removal and disposal of vegetation; Removal and disposal of combustible materials.	Cutting of trees including removal and disposal of vegetation including all other combustible materials.		
Pruning of Trees		-Pruning of trees -Removal and disposal of vegetation; -Removal and disposal of combustible materials.	Pruning of trees includes removal and disposal of vegetation and all other combustible materials.		
Unauthorised Dumping		Removal of Illegal dumped refuse	Clearing and removal offsite of Illegal Dumping		
ADDITIONAL SERVICES					
Staffing		Adequate Staff per Works project	Adequate & Skilled staff assigned to Works project		
Equipment		Adequate Equipment; Safe and working condition	Adequate, Safe, Equipment supplied per Works Project		
Site clearance		Sweeping and removal	Clearing and removal of site		
				Rating	%

8.0 Signoff Page

The undersigned do hereby indicate their agreement with the contents and outcomes of this document: **CONTRACT PERFORMANCE FRAMEWORK FOR CENTRALISED FACILITIES MANAGEMENT AND MAINTENANCE: CONTRACT PERFORMANCE CRITERIA.**

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the contract may also be terminated:
 - 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
 - 23.8.2 The parties by mutual agreement terminate the contract.
 - 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
 - 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the Supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of personal information

- a) The Contractor acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- b) The Contractor agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- c) The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- d) The Contractor agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- e) Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.
- f) The Contractor hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

The Contractor agrees that CCT may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 'Contract' means the written agreement entered into between the purchaser and the Supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 'Contract price' means the price payable to the Supplier under the contract for the full and proper performance of his or her contractual obligations.
 - 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the Supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the Supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the Supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in the SCC.
- 16.2 The Supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the Supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the Supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the Supplier or its Sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the Supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the Supplier's point of supply is not situated at or near the place where the supplies are required, or the Supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the Supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the Supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the Supplier by prohibiting such Supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a Supplier or any person associated with the Supplier, the Supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the Supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the Supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the Supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of Suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the Supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the Supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the Supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the Supplier any monies due to the Supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the Supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the Supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the Supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the Bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder(s) is/are or a Contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a Bidder(s) or Contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a Bidder(s) or Contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the Bidder(s) or Contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the Bidder(s) or Contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

N/A

(10) FORM OF ADVANCE PAYMENT GUARANTEE

N/A

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

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

Logo

Letterhead of Supplier's Insurance Broker

Date

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

Dear Sir

TENDER NO.: 275S/2021/22

TENDER DESCRIPTION: GARDENING Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

A: SPECIFICATION(S): GARDENING SERVICES

OPERATING HOURS

Weekdays 07:00 - 15:00, unless otherwise agreed to with the relevant CCT Official.

Unless specifically stated otherwise, the clauses below will apply to all the buildings/ facilities/ depots/ complexes owned and/or leased by The City of Cape Town, inclusive of Steenbras, Voelvlei and Wemmershoek.

This contract pertains to: the mowing, trimming of edges & de-weeding/removing weeds – of lawns; the churning & de-weeding/removing weeds – in beddings/flower boxes; the sweeping, cleaning & de-weeding/removing weeds on other or hard surfaces/external (surroundings areas; and the trimming of all shrubs and trees. This includes the removal of rubble off site, garden refuse and foreign objects from all City buildings. **Please note** that this service will only be obtained when required.

13.1 SCOPE OF WORK

- 13.1.1 This specification pertains to all areas within the boundary of each facility or as agreed to with the **CCT Official**: the mowing, trimming of edges and de-weeding/ removing of weeds – on lawns; the de-weeding/ removing of weeds – in beddings/ flower boxes; the sweeping, cleaning and de-weeding/ removing of weeds on hard surfaces/ external surfaces (surroundings areas; and the trimming of all shrubs and trees). This includes the removal of rubble off site, garden refuse and foreign objects on the same day of service.

Boundary shall include all internal areas as well as external grassed areas up to and including paved areas and road verges.

- 13.1.2 The Contractor shall provide, or if sub-contracted, ensure that: qualified, adequate and own labour, and resources - plant, materials, transport, tools, equipment and all relevant items necessary for the proper execution of these works.

Where certificates are requested, Tenderers should produce an accredited certification aligned to the Agriculture Sector Training Authority (AgriSETA) in accordance with the South African Qualifications Authority (SAQA) Unit Standards:

Unit Standard no 264194: Operate Specialised Walk-behind Mowers; Unit Standard no 264182: Operate Brush Cutters in a horticultural environment; and Unit Standard no 264195: Operate Chainsaws for limbing and logging at ground level.

- 13.1.3 The Contractor shall have available at all times sufficient workmen and resources to execute the work within a reasonable time frame (hours to perform the service).
- 13.1.4 The Contractor is responsible for the supply, maintenance, running and replacement of all machinery necessary to carry out the operational requirements. If a Contractor's equipment fails, (he/she) must ensure that substitute equipment is obtainable to complete the entire operation, as specified. All blades are to be kept sharp in order to achieve a good quality cut. Should tools or machinery be beyond repair, it is the Contractor's responsibility to replace the equipment so as to comply with all standards and deadlines.
- 13.1.5 The Contractor shall ensure that his/her staff behave in an exemplary manner and are suitably dressed to carry out the works, so as not to bring the Council's name into disrepute. The

Contractor's staff is to be provided with distinctive clothing and protective gear as prescribed by law.

- 13.1.6 The Contractor must use efficient and effective environmentally-friendly products wherever possible, provided that all products are safety tested, i.e. do not cause skin irritations or pose any negative health threats.
- 13.1.7 The Contractor must use products and a gardening methodology which requires minimum or as little as possible electricity.

13.2 MOWING AND GENERAL MAINTENANCE

- 13.2.1 The Contractor shall collect and remove all refuse and rubble prior to mowing. Refuse and rubble includes tins, bottles, paper, plastic or any other material which may be foreign, offensive or constitute a nuisance. The Contractor shall ensure that all refuse, rubble and vegetative clippings and weeds as a result from the abovementioned work is dumped at **his/her own** cost at a registered dumping site.

- 13.2.2 All lawns must be neatly mowed; edges must be trimmed to a sharp and clearly defined edge, **on the same day**, to the height determined by the Council's Official.

The mowed surface should be of constant height by using the appropriate machinery. This includes the removal of weeds on all hard surfaces and cleaning of gutters adjacent to the mowing sites.

- 13.2.3 The Contractor shall collect and remove all grass cuttings and refuse from the site on the same day.
- 13.2.4 The Contractor is further required to adjust the schedule, in discussion with the relevant CCT Official, should inclement weather be encountered

13.2.5.1 TURF MANAGEMENT

- 13.2.5.1.1 Grass shall be mowed as per specification, with acceptable modern petrol, or diesel lawnmowers fully equipped with a catch bin. Lawnmower blades to be set to a height of 20 - 40 mm for all turf, as specified by official.
- 13.2.5.1.2 Mowing shall include the trimming of the edges. All edges bordering paving, paths, structures, poles and fences, trees, planted beds etc. to be cut or trimmed neatly with edge cutters, weed eaters or spades. No grass to be allowed to grow into beds or into tree holes. Care must be taken not to ring bark trees or to damage bedding plants.
- 13.2.5.1.3 The grass must be mowed as per request of the City of Cape Town representative. All grass cuttings shall be raked neatly and removed to an approved dump site, on the same day.
- 13.2.5.1.4 All lawns must be neatly mowed; all edges must be neatly trimmed to a sharp and clearly defined trim, on the same day, to an acceptable and constant height.
- 13.2.5.1.5 Any form of stone, litter or foreign object must be picked up and removed from site before mowing the lawn.
- 13.2.5.1.6 Care must be taken not to damage any underground services. Should any damage occur the contractor shall be responsible for the immediate repair thereof.

- 13.2.5.1.7 All grass clippings to be picked up, hard surfaced (e.g. paved/tarred) areas to be swept, gutters to be cleaned and all debris to be removed from site and dumped by contractor on the day of service at the landfill site.
- 13.2.5.1.8 All paved/tarred/concrete/laterite areas including, pavements, pathways, road edges/gutters to be cleared of weeds during every service. (Entire area to be kept weed free for the duration of the contract)
- 13.2.5.1.9 All green waste to be removed to an approved dump site.
- 13.2.5.1.10 Mowing of grassed areas to take place at agreed intervals throughout the year. Weather conditions and growth rates will determine these intervals. (As indicated in schedule to be provided to the successful contractor)
- 13.2.5.2 BEDS/NATURAL AREAS
 - 13.2.5.2.1 Weeding: All weeds and alien vegetation e.g. Port Jackson and Rooikrans will be removed using an appropriate methodology from planted beds/natural areas per service. Where trees are present tree holes must be weeded. All generated material must be removed from the site on the day of service.
 - 13.2.5.2.2 Composting and fertilising: From time to time as indicated by the Supervisor, compost must be spread in the beds as mulch and fertiliser must be applied. The contractor must ensure that the area foreman is aware of the application in order for him to ensure that the appropriate irrigation takes place.
 - 13.2.5.2.3 All Gardens and flower beds must be completely composted and mulched in early spring with compost and mulch derived from a reputable Supplier (must be weed free).
- 13.2.5.3 TREES
 - 13.2.5.3.1 Tree maintenance must be undertaken strictly in accordance with the City's Tree Policy and guidelines. Where applicable certain rare and historical trees which require specific attention must be done in consultation with the relevant responsible official in order to preserve and maintain them.
 - 13.2.5.3.2 Where applicable the Tree Team comprising of representatives of the relevant Friends group, Contractor and responsible Official shall supply a Care Schedule for these trees.
 - 13.2.5.3.3 Where applicable the Contractor may not prune or dig around these trees without consultation with the Tree Team.
 - 13.2.5.3.4 The Contractor must ensure that NO cultivation under the canopy of large trees shall be deeper than 50 mm.
 - 13.2.5.3.5 The Contractor must take special care of young replacement trees and shrubs, ensuring their watering (3 x times per week @ 50 L per tree per day), staking and protection from damage. (Contractor to supply stakes)
 - 13.2.5.3.6 Where applicable the Contractor shall advise relevant Friends Groups when tree identifying labels are no longer in position.
 - 13.2.5.3.7 Shrubs and trees must be pruned as and when required as per standard horticultural practice. All dead trees and shrubs must be removed and replaced with plants supplied by the council nursery. Tree stakes must be checked and replaced (supplied by council) when necessary.

13.2.5.3.8 This includes the trimming of trees at facilities using safe, correct procedures as this operation will impact on users. (Ensure that City official is properly informed as the users need to be made aware of the impact).

13.2.5.4 SHRUB/FLOWER BEDS

13.2.5.4.1 Where applicable to keep beds neat and colourful, certain flower beds shall be planted annually in consultation with the City of Cape Town Representative.

13.2.5.4.2 Contractor to supply and plant, annuals/seedlings and in consultation of the relevant official. (Twice per annum)

13.2.5.4.3 Certain plants and shrubs will require pruning. The Contractor must adhere to the schedule of pruning as supplied by the relevant official.

13.2.5.4.4 When necessary, and after consultation with the relevant official, certain shrubs and plants in flower beds shall be trimmed from overhanging pedestrian walkways.

13.2.5.4.5 Where applicable prior to planting soil is to be prepared in the following manner:

- (I) Applying 150 mm depth compost, and then either rotary hoeing or digging to depth of approximately 30 centimeters. This must occur only beyond the canopy of the trees.
- (II) Forking and raking immediately before planting to develop tilth, but never deeper than 50 mm under the tree canopies.
- (III) Shallow cultivation or hand-weeding or surface with hoe to destroy weeds, admit air and/or conserve moisture.
- (IV) Mulching for the control of weeds, usually with wood chippings to conserve moisture and modifying soil temperature.

13.2.5.5 WEED CONTROL

13.2.5.5.1 All grassed tarred, paved and gravelled surfaces, tree surrounds, and flowerbeds, adjoining gutters, walls, pavement and recreational areas, etc. shall be kept free from weeds in accordance with City of Cape Town maintenance standards. Care must be taken to ensure that hard surfaces are not damaged in the process. Where natural sensitive areas have been identified, appropriate weed control measures must be implemented in consultation with the relevant official's/Friends groups.

13.2.5.5.2 All facilities to be treated at least once per annum for various invasive weeds on the recreational areas.

13.3 BEDS/NATURAL AREAS/HARD SURFACES

13.3.1 Weeding: All weeds will be removed using an appropriate methodology from planted beds per service.

Weed control application to be applied to hard surfaces (paving, premix, etc.) as required. All facilities to be treated as and when required for various invasive weeds

13.3.2 Pruning: Shrubs must be pruned as and when required as per standard horticultural practice.

13.3.3 Composting and fertilising: Compost must be spread in the beds as mulch and fertiliser must be applied, from time to time, as indicated by the **relevant CCT Official**. The Contractor must ensure that the relevant official is aware of the application in order for him to ensure that the appropriate irrigation takes place.

All gardens and flower beds must be completely composted and mulched in early Spring

(September) with compost and mulch obtained from a reputable Supplier.

- 13.3.4 Trees: Trees must be pruned, as and when required, as per standard horticultural practice.

Contractor shall take care when pruning, to shape young trees using correct methodologies. Taking care not to cut back the leader branch/es. To remove crossing branches between trees and remove all excess unwanted branches that grow back towards the centre of the tree.

Shape/Prune overhanging branches to a central position that is acceptable.

Cut back low hanging branches to a safe and acceptable height minimum of 2.5 m.

13.4 SUPERVISION, MONITORING & STAFF MONITORING

- 13.4.1 The Contractor shall provide adequate supervision to ensure efficient services at all times as well as orderly and proper conduct of the employees employed by him/her.

- 13.4.2 The Contractor must have an efficient and reliable monitoring mechanism in place to ensure that all work stations are adequately manned and supervised throughout each day.

- 13.4.3 The Contractor shall immediately inform the relevant CCT Official if any problems are experienced in the contracted area.

- 13.4.4 The Contractor must immediately report all maintenance related matters observed in the course of servicing the facility; to the relevant CCT Official particularly where such matters may pose a danger to the occupants or visitors.

- 13.4.5 The Contractor shall contact the relevant CCT Official prior to the mowing service and, as soon as the service is completed. The delegated CCT Official together with the Contractor must inspect all work done and sign off the invoice when all work is completed.

- 13.4.6 These must be noted prior to submission of tender.

- 13.4.6.1 All work to be supervised at all times

- 13.4.6.2 Requests from ratepayers to perform additional work to be referred to the responsible CCT Official.

- 13.4.6.3 Weather conditions and rate of growth will result in a varying interval between mowing services. The relevant official concerned will negotiate these requirements and an agreement in the form of an annual schedule shall be signed at the beginning of the contract period.

- 13.4.6.4 Appointed Contractors will be provided with the contact details of responsible officials. It is imperative that regular contact is made and proper, documented site inspections are held prior to any invoice being signed. Any potential problems must be listed and can be resolved at that stage.

13.5 SPRINKLER SYSTEM

- 13.5.1 All damaged/vandalised sprinkler systems must be reported to the **relevant CCT Official**.

- 13.5.2 All damage to sprinkler systems resulting from contractual obligations must be repaired at the Contractor's own cost.

13.6 GENERAL

- 13.6.1 The **tendered price** includes insurances, services, labour, equipment, materials and any government levied tax that may be applicable, but **excludes value added tax (VAT)**.
- 13.6.2 It is a possibility that certain sites may fall away and will therefore not require gardening.
- 13.6.3 INVOICES: On completion of the service, the contractor to contact and accompany supervisor for inspection, prior to signing off and submission of invoices.
- 13.6.4 FORMS FOR CONTRACT ADMINISTRATION (where applicable)
- 13.6.4.1 The Supplier shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached as Annexures to this document):
- a) *Monthly Project Labour Report:* The Monthly Project Labour Report must include details of all labour (including that of sub- contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question. In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT with copies of the employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT. The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.;
 - b) *B-BBEE Sub-Contract Expenditure Report;* The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**
 - c) *Joint Venture Expenditure Report:* The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as quoted, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

13.7 CONTRACTOR RESPONSIBILITIES

- 13.7.1 **Project Labour Reports must accompany the invoices** in order for the payments to be processed. All invoices, including the supporting documents, **must be submitted by the 3rd working day of each month.**
- 13.7.2 The Contractor shall also provide copies of his staffs' information when required.

13.8 STAFFING

- 13.8.1 All staff should be competent to fulfil the function(s) required.
- 13.8.2 All staff must be suitably dressed in the company's' branded clothing whilst at the facility; such clothing shall be supplied by the Contractor' own expense and shall bear the **identity** of the latter. This is applicable to staff performing Ad-hoc services as well.
- 13.8.3 The Contractor shall supply the cleaning staff with identity cards.
- 13.8.4 All Contract Managers where required, must be trained in the OHS; the Contractor must have trained staff on site who will be required to participate in the building's Emergency Management Plan.

13.9 HEALTH & SAFETY

- 13.9.1 The Contractors' staff must display appropriate signage where applicable and take the required precautionary action(s) to prevent accidents/ injury.
- 13.9.2 The Contractors' staff must adhere to the Council's Security requirements and procedures whilst present on site.
- 13.9.3 The Contractor shall ensure that the materials and methods used, during the gardening services provided, are not abrasive or detrimental in any way to the buildings infrastructure and shall ensure that the processes have been approved by the Council's Official prior to any gardening done.
- 13.9.4 The Contractor shall supply protective clothing, where appropriate (for e.g. gloves and masks), to all gardening staff (including the ad-hoc gardening staff).
- 13.9.5 The contracted staff should be trained in OHS, relevant to their job function in order to execute their operational requirements – compliant to the OHS Act. Upon commencement of the contract the Tenderer shall provide the relevant CCT member the site specific Health and Safety file; to be readily available on site at all times.

13.10. EQUIPMENT

- 13.10.1 All listed equipment must be available for inspection, upon request from City official.
- 13.10.2 CCT Officials will physically check equipment prior to commencement of the contract.
- 13.10.3 If equipment is found to be:
 - 13.10.3.1 Insufficient e.g. not enough suitable machines for a substantial contract
 - 13.10.3.2 Unsuitable e.g. no tractor or ride-on mower available for large areas
 - 13.10.3.3 Not in a good working order.

The CCT Official will inspect the equipment. If the equipment is not as listed, a notice will be issued providing a seven (7) day period to comply. If there is no compliance by due date steps will be taken to initiate the default process.

B: SPECIFICATION(S): ERF CLEARING

13.1 TREES

13.1.1 Felling and removal measures

- i. This service is an unscheduled service (as and when required)
- ii. No street trees or any other municipal trees are to be removed unless authorized by the relevant Project Manager.
- iii. The Contractor shall be responsible for the removal and disposal of the tree stumps generated by the tree felling service.
- iv. Where living trees are removed suitable chemical shall be applied to stumps to prevent re-growth.

13.1.2 Pruning and removal measures

- i. This service is an unscheduled service (as and when required)
- ii. Trees, Shrubs and certain plants may require pruning during their lifetime annually or periodically.
- iii. Thinning out in flower beds particularly, or in other areas where overgrowth results in an unsightly appearance or when plant matter grows uncontrolled and not in accordance with professional gardening practice, will be undertaken timeously to check this growth and maintain correct 'fullness and appearance' of the area while avoiding any adverse effects to the recovery of the remaining plants and their long term ability to mature.

13.1.3 Removal of tree stumps

- i. This service is an unscheduled service (as and when required)
- ii. Manual removal only to be done on the instruction of City's representative. The relevant department to obtain any way-leaves prior to the manual removal process.
- iii. Where trees stumps are to be removed, the stumps are to be cut to at least 100 mm below general ground level. Where stumps are not to be removed, it will be cut manually or mechanically to at least 150 mm below general ground level. Sites to be left with surface levelled and compacted to the same level as the rest of the site.

13.1.4 Removal and replanting of small tree/s

- i. This service is an unscheduled service (as and when required)
- ii. Where a tree had been removed, the hole to be backfilled and surface levelled and compacted to the same level as the rest of the site.
- iii. Contractor to handle the removed tree very carefully as it is very easy to cause root damage or accidentally break the sapling.
- iv. Contractor to dig a saucer-shaped hole as deep as the tree's roots system and 3 to 4 times as wide. Remove any organic matter, like leaves or twigs, from the hole.
- v. Position tree, so the area where the roots meet the trunk is at or slightly above the ground, causing the root flare. Hold the sapling upright, and refill the hole with the soil that was just removed from the hole. Pack to get rid of any air pockets.

13.1.4.5.1 Method of REPLANTING of SMALL sized tree.

- Excavate a hole 1 m x 1 m x 1 m (1 m³)
- Backfill hole with 50 % insitu soil (0,5 m³), 50 % medium grade compost (0,5 m³), 2 kg bone meal / 2 kg 5.1.3 organic pellets.
- Mix backfill materials and backfill into excavated hole.
- Supply and plant 100 L tree to be 2,1 m tall and stem diameter of 100 mm
- Supply two treestakes 50 – 70 mm turned treated treestakes 1,8 m long with two cross braces 0,5 m lengths 50 – 70 mm that screw into standing poles.
- Tree to be secured to cross brace using two interlock plastic strips.
- Excess excavated material to be removed offsite.

13.1.4.5.2 Method of REPLANTING of MEDIUM sized tree.

- Excavate a hole 1 m x 1 m x 1 m (1 m³)
- Backfill hole with 50 % insitu soil (0,5 m³), 50 % medium grade compost (0,5 m³), 2 kg bone meal / 2 kg 5.1.3 organic pellets.
- Mix backfill materials and backfill into excavated hole.
- Supply and plant medium sized tree 250 L. Tree to be 3 m tall with a stem diameter of 125 mm.
- Supply two treestakes 70 – 90 mm turned treated treestakes 2,1 m lengths with two cross braces 50 mm in length 70 to 90 mm thick treated treestakes screwed onto standing poles.
- Tree tied to treestakes using two plastic interlocking strips.
- Excess excavated material to be removed offsite.

13.1.4.5.3 Method of REPLANTING of LARGE sized tree.

- Excavate a hole 1,5 m x 1,5 m x 1,2 m (2,7 m³)
- Backfill hole with 50 % insitu soil (1,35 m³) with 50 % medium grade compost (1,35 m³), 5 kg bone meal / 5 kg 5.1.3 organic pellets.
- Mix backfill materials and backfill into excavated hole.
- Supply and plant large tree 1000 L. Tree to be 5 m tall with a stem diameter of 200 mm.
- Excess excavated material to be removed offsite.

13.2.1 RATE (LABOUR, PLANT & EQUIPMENT)

- i. The rates under Item 2 will be used by Project Manager at their own discretion.
- ii. The PM will submit a special request whenever necessary to Contractor for any labour or equipment listed under Item 2.
- iii. All rates listed on item 2 are independent special rates and are not integrated with any itemized deliverables on the document.

13.2.2 EPWP

- i. This service is an unscheduled service (as and when required)
- ii. The Expanded Public Works Programme (EPWP) is aimed at the alleviation of poverty through the creation of employment opportunities by means of employing low and semi-skilled labour. The Employer, in support of this aim, is seeking to increase the intensity of labour, where appropriate in all of its projects. Contractor is to contact the City's EPWP office for more information, tel 021 400 9406 or email EPWPLR@capetown.gov.za.

13.2.3 COMMUNITY LIAISON PERSON

- i. This service is an unscheduled service (as and when required)
- ii. The Contractor must use labour from the local community where possible. Community leaders or their representatives must be involved in the selection of the Local labour. Where the Contractor utilises members of the local community, he will be required to train and instruct the workers on safe working practices.

13.2.4 DRIVER AND/OR OPERATOR

- i. This service is an unscheduled service (as and when required)
- ii. Contractor must employ competent, qualified and skilled driver or operator.

13.2.5 HIRING OF PLANT EQUIPMENT

13.2.5.1 This service is an unscheduled service (as and when required)

13.2.5.2 Tools, equipment and vehicles shall be available to be utilised for the work specified in this tender when required and must be handled by a suitably qualified person.

13.2.5.3 The following tools, or with similar specifications, are to be used for the required Erf Clearing work.

13.2.5.3.1 Special note for:

- **Cylinder Mowers:** All blades are to be sharpened and balanced once a week; and blades are to be replaced once 35 % of the leading tip is worn off. All reels are to be back lapped twice a week; bottom blades to be replaced on regular intervals; grinding of the reels are to be done every month to maintain cutting quality; and Zero turn capability.
- **Ride on Cylinder Mower 3 gang:** 21 - 35 hp diesel and petrol engine; 1,45 m – 2,5 m cutting widths; and 2 x 4 and 3 x 3 all-wheel drive system.
- **Rotary mower-attachment:** 21 - 44 hp (32.9 kW) diesel and petrol engine; 1,8 m – 4 m cutting widths; 2 x 4 and all-wheel drive system

13.2.5.3.2 Embankments and building surrounds:

- **Brush Cutters:** 25 – 28 cc; 1 + hp; 6 000 – 8 000 rpm.
- **Petrol Walk behind mowers:** 40 cm – 54 cm working width; 2.1 – 2.8 kw; Cast Aluminum decks; Single Speed drive; Variable Speed drive; and Bin Collection.

13.2.6 SPECIAL AGENT (E.G. ASBESTOS, OHS)

13.2.6.1 This service is an unscheduled service (as and when required).

13.2.6.2 Once asbestos is discovered on site, Contractor shall obtain the services of an approved asbestos inspection authority who shall do the required verification and advise on safe handling and disposal thereof. Refer to: **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 5 OF 1993)**

13.2.7 LAND CONTAMINATION SPECIALIST Contamination prevention)

13.2.7.1 This service is an unscheduled service (as and when required)

13.2.7.2 **Part 8 of the National Environmental Management: Waste Act (NEM: WA)** provides for the identification and remediation of land that is contaminated as a result of human activities. These provisions provide for specialist investigations and detailed site assessments to be completed to determine whether contamination exists (in order to confirm the extent of the environmental damage caused by human activities), the reporting of contamination and the remediation of contamination.

13.2.7.3 The contaminated land provisions of the NEM: WA define contamination to be the presence in or under any land, site, buildings or structures of a substance or micro-organism above the normal concentration of that substance or micro-organism, which may directly or indirectly affect the quality of the environment and soil. The contaminated land provisions of the NEM: WA apply –

- To areas in which high risk activities, that cause pollution, are occurring or have taken place;
- To areas in which there are reasonable grounds to believe that the area may be contaminated; and
- Regardless of when or how contamination occurred.

13.2.7.4 Once contamination is discovered on site, Contractor shall inform the User Department.

13.2.7.5 The identified User Department is responsible for all activities relating to prevention, investigation, assessment, reporting and rehabilitation of contamination are executed. If necessary, the User Department should procure Contracted Specialists / Specialist / Consultant to advise on contamination risk, site assessment and rehabilitation must be undertaken.

13.3 UNLAWFUL DUMPING/DISPOSAL OF WASTE

13.3.1 This service is an unscheduled service (as and when required)

13.3.2 Provision must be made for disposal of waste on a verified methodology.

13.3.3 All waste disposal must be done at a registered landfill site, and proof of such disposal must be attached to invoices presented for payment, and such proof of disposal must include verifiable information.

13.3.4 The Contractor shall collect and remove all refuse and rubble from the site prior to mowing. Refuse and rubble includes tins, bottles, paper, plastic or any other material which may be foreign, offensive or constitute a nuisance. The Contractor shall ensure that all refuse, rubble and vegetative clippings resulting from the abovementioned work is dumped on the same day and no material is allowed to be left overnight or over weekends. No refuse may be blown into stormwater culverts/inlets and gullies.

13.3.5 Illegal dumping will be viewed in a very serious light and penalties imposed as per City of Cape Town's by-laws. Refer to: **CITY OF CAPE TOWN INTEGRATED WASTE MANAGEMENT BY-LAW, 2009 Approved by Council: 30 March 2009 C 15/03/09, Promulgated 21 August 2009 PG 6651; LA 18633.**

13.3.6 **Asbestos** removal including disposal, refer to: **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 5 OF 1993)** for appointment of asbestos inspection authority (as per Special Agent on Item 4).

13.3.7 Once **Tyres, Oil** cans/bottles, **Shipping Containers** have been discovered on site, the City representative should be notified and arrangements to meet on site should be done so as to determine the quantity/size thereof.

13.3.8 Once **Medical Waste** has been discovered on site, the City representative should be notified and arrangements to meet on site should be done so as to determine the quantity/size thereof.

13.4. METHODS OF CLEARING INVASIVE AND INDIGENOUS PLANTS

13.4.1 Specification for Bush Clearing

13.4.1.1 Mechanical bush clearing

- By machine (TLB, Payloader or tree popper implement)
Large bush - Ensure that root balls are removed out of the ground using a TLB or Payloader and stockpiled with trunk, branches to be removed offsite to Municipal green waste depo.
- Small bush can be removed by Tree Popper that removes plants and pulls out of soil, including roots.
- All removed bush must be stockpiled on site and inspected by city official before removal offsite.
- City official must sign off that all roots have been removed from soil

13.4.1.2 Herbicide bush clearing

- Invasive bush can be sprayed with a systemic herbicide like round-up or similar type product mixed with a blue commercial dye as applied per manufacturer specifications, can be used for bush that is young.
- A second application must be applied ten days later as per original specifications spraying the first and second applications must be done in straight lines with the second application using the opposite cross lines from the original application.

13.4.1.3 On the large trees the following procedure must be applied

- Chainsaw the tree to ground level.
- An application of a herbicide like Garlon or similar is mixed with diesel or per manufacturer specification and mixed with blue dye.
- Immediately after tree felling the poison mix must be applied with a paint brush on sawn off branches.

13.4.1.4 Where certificates are requested, Tenderers should produce an accredited certification aligned to the Agriculture Sector Training Authority (AgriSETA) in accordance with the South African Qualifications Authority (SAQA) Unit Standards:

Unit Standard no 264186: Conduct controlled tree felling in various locations.

13.4.2 Health and safety specifications

- All herbicide application must be undertaken with a department of agricultural certified operator and all safety clothing and equipment as per health and safety legal requirements must be adhered to at all times.
- A mechanical Wood Chipper should be used to mulch all sawed branches and stockpiled and spread onsite or removed offsite.

C: SPECIFICATION(S): TENDER DOCUMENT

13.1 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

13.2 EMPLOYMENT OF SECURITY PERSONNEL

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

13.3.FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annexure 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annexure 4**).
- c) Joint Venture Expenditure Report (**Annexure 5**).

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

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the Supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

[illegible]

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of	
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
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20												

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: 275S/2021/22 - GARDENING Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
---	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of Supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by Supplier to be true and correct:

Date:

Verified by CCT Project Manager:

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/EXPENDITURE REPORT (PRO-FORMA)

TENDER NO. AND DESCRIPTION: 275S/2021/22 - GARDENING Services at City Buildings [Owned and Leased] & Erf Clearing Services on City Properties [Owned and Leased]

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Partnership/
Joint Venture (JV)/ Consortium

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
Supplier to
be true and
correct:

.....

Date:

Verified by
CCT Project
Manager:

.....

Date: