

**TENDER BULLETIN**

FORM FOR SUBMITTING: - A **NEW TENDER NOTICE** or  
 AN **ERRATUM NOTICE** or  
 AN **INVITATION TO REGISTER ON SUPPLIER DATABASE NOTICE**  
 FOR PUBLICATION IN THE GOVERNMENT TENDER BULLETIN

To submit a Cancellation notice, use TForm2, for a Results notice use TForm3, for a Responses from Suppliers notice use TForm4

**\*Type of Tender Notice:**  
 (Select an option)



New Tender



Erratum



Invitation to Register on Supplier Database

**TENDER CATEGORY:**

**\*Tender Category:** SERVICES: FUNCTIONAL (INCLUDING CLEANING AND SECURITY SERVICES)

**REQUIRED AT:**

**Province:** KwaZulu-Natal

**\*Department  
 or Entity:**

Department of Public Works

**Division or Section:** Supply Chain Management

**TENDER DETAILS:**

**\*Tender / Quotation No:** DBN21/03/21

**\*Closing Date:** 2 0 2 1 - 0 3 - 1 8 (CCYY-MM-DD)

**\*Closing Time:** 1 1 H 0 0 (HH:MM)

**Date of Original Publication:**  
 (only required for **ERRATUM** notice)

For a New Tender or Invitation to Register on Supplier  
 Database advertisement this date field is disabled

**\*Short Description of Tender:**

Justice: Umbumbulu & Nsimbini: 24 Months Term Contract for Gardening services  
 Tender to be awarded to the highest scoring acceptance tender. Points will be allocated for:  
 (a) Price and Preference points scoring system applicable is 80/20: according to formula in PPPFA: Regulations 2017.  
 (b) A tender having stipulated minimum BBBEE status level of contributor: Level 1/Level 2  
 Sworn Affidavit BBBEE must be original certified by Commissioner of Oath. SANAS BBBEE certificate copy subject to verification  
 (Subject to verification). It is compulsory that service providers must be registered on the Central Supplier Database.  
 The Tender Requires to comply with Local Production and Content for designated sectors / items.  
 (c) Bidder to submit proof of ownership or lease agreement of a truck specifying the load capacity. Failer to comply will lead to  
 disqualification.

**BRIEFING SESSION and SITE MEETING(S):****Briefing Session Details:**

There will be no site briefing for clarification of Scope of Works  
 Any technical queries please contact Project: Mrs Jabu Ngcokana  
 031-314 7270 / 083 289 8156

**Briefing Session Date:**

**Briefing Session Time:**

**Site Meeting(s) - Meeting Place(s), Date(s) and Time(s)**

**This is a multi-page form. Please complete all relevant sections before submitting the form for publication.**



**DOCUMENTS AVAILABLE FROM:**

**\*Address (Specify details for Hard Copy Documents / Email / Website as applicable, as well as the document cost for each option):**

1. Bids obtainable from: National Department of Public Works: Corner Samora Machel (Aliwal) and Dr. Pixley Ka Seme (West) Street, Durban.
2. Bid document are available for free download on (www.dpw.gov.za)

**Payment Details:****Document Notes:**

document is free and all documents must be hand delivered to allocated box

**POST OR DELIVER DOCUMENTS TO:****\*Address:**

Supply Chain Management  
National Department of Public Works  
Private Bag x54315, Durban 4000

**Document Delivery Instructions:**

SCM TENDER HALL-TENDER BOX LABELLED TENDER NUMBER: DBN21/03/21  
Tenders received after closing time (11:00a.m) will not be accepted

**SPECIFICATIONS / TECHNICAL CONTACT DETAILS:**

**Name:** Jabu Ngcokana

**Telephone:** 031-314 7270/ 083 289 8156

**Fax Nr:** 086 691 9589

**Email:** jabu.ngcokana@dpw.gov.za

**Office Hours:** 08:00 am - 16:00 p.m.

**TENDER CONTACT DETAILS:**

**Name:** Nobuhle Gwala/ Thokozani Zwane

**Telephone:** 031 314 7021 / 031 314 7109

**Fax Nr:** 086 630 9560

**Email:** nobuhle.gwala@dpw.gov.za/thokozani.zwane@dpw.gov.za

**Office Hours:** 08:00 am - 16:00 p.m.

**Additional Notes:**

Only locally manufactured / items with a specified minimum threshold for local production and content will be considered. PA-36 Form must be signed, completed and attached together with Annexure C as part of the bid document. Failer to comply will lead to disqualification.

**TENDER SUBMITTED BY:**

**\*Advertiser Name:** Nobuhle Gwala

**Advertiser Email:** nobuhle.gwala@dpw.gov.za

**\*Date Submitted:** 2 0 2 1 - 0 3 - 1 0

**\*Advertiser Telephone:** 031 314 7021

**\*For Publication in the Government Gazette on:** 2 0 2 1 - 0 3 - 1 0 (CCYY-MM-DD)



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

Private Bag X54315, DURBAN 4000 Int Code: +27 31 Tel: 314 7000 website: [www.publicworks.gov.za](http://www.publicworks.gov.za)  
Supply Chain Management: Ms. Nobuhle Gwala – 031 314 7021  
Works Management – Mrs Jabu Ngcokana

## REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the following service to be rendered at  
**Justice: Umbumbulu & Nsimbini**

**Bid response documents to be hand delivered in the bid box situated at: National Department of Public Works and Infrastructure: Corner of (formally known as) Alliwall and West Street (Corner of Pixley Kaseme and Samora Machel Street) OR**

Item	Description	Quantity / Period
1	Gardening services	24 months

**CLOSING DATE: 18/03/2021 CLOSING TIME @ 11h00 AM**

**NB: No late documents will be accepted.**



Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached in hereunder, and clearly indicate the delivery period and the validity period of your quotation, Kindly also clearly indicates if you price includes or excludes VAT. ***“You may claim VAT only if you are a VAT Vendor”***

### **TERMS AND CONDITIONS**

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the **order/ Contract or appointment letter** the Department of Public Works and Infrastructure may impose a penalty and further deduct from the order / contract a sum of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the aforementioned physical address or email, failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE:



DATE:

10/03/2021.

For: National Department of Public Works and Infrastructure

**Acknowledgement of the request to quote**

Sign for acceptance \_\_\_\_\_

**Company Stamp**

Sign for rejection \_\_\_\_\_

## PART A INVITATION TO QUOTE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JUSTICE:UMBUMBULU & NSIMBINI				
BID NUMBER:	DBNQ21/03/21	CLOSING DATE:	18/03/2021	CLOSING TIME: 11H00AM
DESCRIPTION	03 MONTHS TERM CONTRACT FOR GARDENING SERVICES			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). <b>BID RESPONSE DOCUMENTS MAY BE HAND DELIVERED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>				
NDPW (DURBAN REGION) BOX 16 AT ROOM 05				
CORNER OF ALIWALI AND WEST STREET (CORNER OF PRIXLEY KASEME AND SAMORA MACHEL STREET)				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	N/A
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
		TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No		<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
		<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE ('ALL APPLICABLE TAXES)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	Jabu Ngcokana
CONTACT PERSON	Nobuhle Gwala	TELEPHONE NUMBER	031 314 7270
TELEPHONE NUMBER	031 314 7021	CELL PHONE NUMBER	083 289 8156
FACSIMILE NUMBER		E-MAIL ADDRESS	Jabu.ngcokana@dpw.gov.za
E-MAIL ADDRESS	nobuhle.gwala@dpw.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.5.1 THIS SERVICE WILL BE ADJUDICATED ON <b>80/20</b> PRINCIPLE IN LINE WITH (PPPFA OF 2017)</p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p>

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

IN THE CASE OF EXEMPTED MICRO ENTERPRISES (EME), A VALID CERTIFIED SWORN AFFIDAVIT MUST BE SUBMITTED WITH THE BID OFFER)

TENDERERS ARE ELIGIBLE TO QUOTE ONLY IF THEY HAVE A STIPULATED BBBEE STATUS OF LEVEL 1 OR LEVEL 2

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer.**
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>1</sup> All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies



## PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>JUSTICE: NSIMBINI &amp; MBUMBULU MAGISTRATE COURT: PROVISIONING OF GARDENING SERVICE FOR A PERIOD OF 24 MONTHS</b>		
<b>Project Leader:</b>	J NGCOKANA	<b>Bid / Quote no:</b>	DBNQ

### 1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
PA-03(GS): Notice and invitation to bid	03 Pages	<input type="checkbox"/>
PA-09-List of Returnable Documents	09 Pages	<input type="checkbox"/>
PA-10: FM Condition of contract	18 Pages	<input type="checkbox"/>
PA-11: Declaration of interest and bidder's past supply chain management practices	05 Pages	<input type="checkbox"/>
PA-14 Medical certificate for the confirmation of permanent disable status	01 Pages	<input type="checkbox"/>
PA-15.1 Resolution of Board of Directors	01 Pages	<input type="checkbox"/>
PA-15.2 Resolution of Board of Directors to enter into consortia or joint venture	02 Pages	<input type="checkbox"/>
PA-15.3 Special resolution of consortia or joint venture	03 Pages	<input type="checkbox"/>
PA-16.: Preference certificate	07 Pages	<input type="checkbox"/>
PA 29 Certification of Independent Bid Determination	04 Pages	<input type="checkbox"/>
Submission of completed and signed site inspection certificate	01 Pages	<input type="checkbox"/>
Submissions of signed Specification for gardening Service	20 Pages	<input type="checkbox"/>
Bill of quantity: fully priced and signed	04 Pages	<input type="checkbox"/>
Submission of copy of Cleaning Bargaining Council Certificate. Please note that the Department of Public works has a right to verify compliance with Cleaning Bargaining Council and Failure to comply with Cleaning Bargaining Council terms and regulations may lead to termination of a contract.	01 Pages	<input type="checkbox"/>
Submission of copies of registration documents of the company (CK1, CK2 or CR10)	01 Pages	<input type="checkbox"/>
Submission of a B-BBEE Verification Certificate. failing which the bidder wont be able to claim the B-BBEE points	01 Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>





Name of Bidder	Signature	Date

**PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION****THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *PROVISIONING OF GARDENING***

<b>Project description:</b>	<b>JUSTICE: NSIMBINI AND MBUMBULU MAGISTRATE COUR: PROVISIONING OF GARDENING SERVICE</b>
-----------------------------	--

<b>Quote no:</b>	DBNQ	<b>Closing date:</b>	
<b>Closing time:</b>	11h00	<b>Validity period:</b>	60 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input checked="" type="checkbox"/>	Compliance to Local Production and Content requirements
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input type="checkbox"/>	Supplier must be registered with Bargaining Council proof of registration is required.
<input type="checkbox"/>	Submission of original sworn B-BBEE Affidavit, certified by Commissioner of Oaths, or a copy of SANAS approved -B-BBEE certificate. (Subject to verification)

**Compliance with Pre-qualification criteria for Preferential Procurement (Tick where applicable)**

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor; <input checked="" type="checkbox"/> <b>Level 1</b> <b>Or</b> <input checked="" type="checkbox"/> <b>Level 2</b>
-------------------------------------	---

**Points scoring system applicable for this bid:**

<input type="checkbox"/> 80/20 points scoring system
--

**Indicate the Price weighting applicable to this bid:**

	<b>Weighting percentage (must add up to 100 %)</b>
<b>Price:</b>	100% of 80 points
<b>Total:</b>	100%

**Preference Points awarded according to the B-BBEE Status Level of Contribution**

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

Notice and Invitation for Quotation: PA-03 (GS)

In terms of Regulation 6(2) and /or 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid Sworn Affidavit must be submitted with the bid offer
- bidders other than EME or QSE must submit an original or certified copy of the B-BBEE Status Level Verification Certificate in order to qualify for preference points for B-BBEE
- A tender must submit of its proof of its B-BBEE status level of contributor
- A tender failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified
- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the tender value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for; inless the intended subcontractor is an EME that has the capability to execute the subcontract.

**COLLECTION OF BID DOCUMENTS:**

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works at the following address or faxed to the fax number below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful bidder must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations. The attached (PA-07) form "Application for Tax Clearance Certificate", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes.

- Bid documents may be collected during working hours on \_\_\_\_\_ at the following address **Public Works**
- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- A non-refundable bid deposit of R0 is payable, (Cash only) is required on collection of the bid documents.



Notice and Invitation for Quotation: PA-03 (GS)

A compulsory pre-bid meeting with representatives of the Department of Public Works will take place at room 202 Corner of Aliwal street on starting at

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

Table with contact information for DPW Project Leader: J Ngcokana, Telephone no: 031-314 7270, Cell no: 083 289 8156, Fax no: 031 332 5485, E-mail: Jabu.ngcokana@dpw.gov.za

DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of bids is 11h00 on Telegraphic, telephonic, telex, facsimile, electronic and / or late bids will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid advertisement. All bids must be submitted on the official forms – (not to be re-typed)

Table with two columns: BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL NATIONAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315 Durban 4000 ATTENTION: PROCUREMENT SECTION: ROOM room no 05; DEPOSITED IN THE TENDER BOX AT: Cnr of Dr Pixley KaSeme Street & Samora Machel Street Room 05

COMPILED BY:

Table with signature and capacity information: J Ngcokana, Signature, A.O, Capacity, S. 08. 2020, Date

**FACILITIES MANAGEMENT**

**CONDITIONS OF CONTRACT (DPW)**

**SEPT. 2005 VERSION 1**



# PA-10 (FM): CONDITIONS OF CONTRACT

## CONTENTS

No.	CLAUSES	PAGES
1.	Definitions	3
2.	Interpretation	4
3.	Duration	5
4.	Rights and Obligations of the Employer	5
5.	Rights and Obligations of the Service Provider	5
6.	Service Manager	6
7.	Security	6
8.	Security Clearance	6
9.	Confidentiality	6
10.	Ambiguity in documents	7
11.	Insurances	7
12.	Access to the facilities and commencement of the Services	7
13.	Programme	7
14.	Subcontracting	8
15.	Intellectual Property Rights indemnity	8
16.	Compliance with Legislation	8
17.	Reporting on incidents	8
18.	Nuisance	9
19.	Materials, workmanship and equipment	9
20.	Urgent Works	9
21.	Indemnifications	9
22.	Variations	10
23.	Identified Projects	10
24.	Suspension of the Services	12
25.	Penalty for Non-Performance	12
26.	Payments	13
27.	Release of Security	14
28.	Overpayments	14
29.	Completion	14
30.	Assignment	15
31.	Indulgences	15
32.	Ownership and Publication of Documents	15
33.	Breach of Contract	15
34.	Stoppage and/or termination of Contract	16
35.	Dispute Resolution	17
36.	General	17
37.	<i>Domicilium Citandi et Executandi</i>	17



## 1. DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.
- 1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
- 1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;
- 1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;
- 1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;
- 1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;
- 1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
- 1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;
- 1.1.11. "Day" means a calendar day;
- 1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;
- 1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.



- 1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. "Parties" means the Employer and the Service Provider;
- 1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
- 1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

## 2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
  - 2.1.1 The masculine includes the feminine and the neuter, vice versa;
  - 2.1.2 The singular includes the plural; and vice versa
  - 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.





**3. DURATION**

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
- 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

**4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

- 4.1. The Employer shall give access to or supply the Service Provider with:
  - 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
  - 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

**5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.



**6. SERVICE MANAGER**

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

**7. SECURITY**

- 7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.
- 7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

**8. SECURITY CLEARANCE**

- 8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

**9. CONFIDENTIALITY**

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
  - 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or
  - 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
  - 9.2.1 employees, officers and directors of the Service Provider; and
  - 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.



- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

## 10. AMBIGUITY IN DOCUMENTS

- 10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

## 11. INSURANCES

- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

## 12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

## 13. PROGRAMME

- 13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.
- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.



13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

#### **14. SUBCONTRACTING**

14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.

14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

#### **15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.

15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

#### **16. COMPLIANCE WITH LEGISLATION**

16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.

16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.

16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.

16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.

16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.

16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

#### **17. REPORTING OF INCIDENTS**

17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.

17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.

17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.



17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

## 18. NUISANCE

18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

## 19. MATERIALS, WORKMANSHIP AND EQUIPMENT

19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.

19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.

19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices

19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

## 20. URGENT WORK

20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.

20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.

20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

## 21. INDEMNIFICATIONS

21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:

21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;

21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;



21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

## 22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

## 23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5. In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6. Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.



- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded
- Rw = Actual rainfall in mm for the calendar month under consideration.
- Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.
- X = 20, unless otherwise provided in the project specifications.
- Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.



The factor  $(R_w - R_n) \div X$  shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

## 24. SUSPENSION OF THE SERVICES

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

## 25. PENALTY FOR NON-PERFORMANCE

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,
  - 25.1.1 delays in performing any of the Services;
  - 25.1.2 fails to perform any of the Services;
  - 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.





25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

## 26. PAYMENTS

26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.

26.2 The Service Provider shall submit a monthly certificate taking into account the following:

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

26.2.5 VAT. Vat will be indicated separately in all documents.

26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.

26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:

- (1) deductions for penalties;
- (2) deductions for overpayments;
- (3) deductions for retention
- (4) deductions for damages.

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.

26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.

26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.

26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.

26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

## 27. RELEASE OF SECURITY

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

(a) a retention of 2.5% of the Contract Sum (excl. VAT); or

(b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

## 28. OVERPAYMENTS

28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

## 29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

### **30. ASSIGNMENT**

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

### **31. INDULGENCES**

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

### **32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

### **33. BREACH OF CONTRACT**

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
  - 33.1.3 To suspend further payments to the Service Provider;
  - 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
- 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
  - 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. STOPPAGE AND/OR TERMINATION OF CONTRACT**
- 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
- 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
- 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
  - 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
  - 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
  - 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
  - 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
  - 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
- 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 34.4 Further, the Contract shall be considered as having been terminated:
- 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
  - 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
- 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

### **35. DISPUTE RESOLUTION**

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

### **36. GENERAL**

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

### **37. DOMICILIUM CITANDI ET EXECUTANDI**



- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
  - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
  - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.



<sup>1</sup> "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup> "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?  YES  NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed .....

Position occupied in the state institution:.....

Any other particulars:

.....  
 .....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?  YES  NO

3.8.1 If so, furnish particulars:.....  
 .....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  YES  NO

3.9.1 If so, furnish particulars.  
 .....  
 .....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the



evaluation and or adjudication of this bid?

YES  NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES  NO

3.11.1 If so, furnish particulars:

.....  
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pearsal Number

**5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

5.1	<p><i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i></p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	<p><i>If so, furnish particulars:</i></p>		



5.3	<p>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	<p>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	<p>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

### 6. CERTIFICATION

I the undersigned (full name) \_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

## PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

<b>Project title:</b>	<b>JUSTICE MBUMBULU AND NSIMBINI MAGISTRATE COURT PROVISIONING OF GARDENING FOR A PERIOD OF 24 MONTHS</b>		
<b>Tender / Bid no:</b>	DBNQ	<b>Reference no:</b>	

I, \_\_\_\_\_ (surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my practice number being \_\_\_\_\_, practising at  
 \_\_\_\_\_ (Physical or postal addresses)  
 declare that I have examined Mr. / Ms. \_\_\_\_\_,  
 identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” – as per Preferential Procurement Policy Framework Act No 5 of 2000.

The nature of the disability is as follows:

---



---

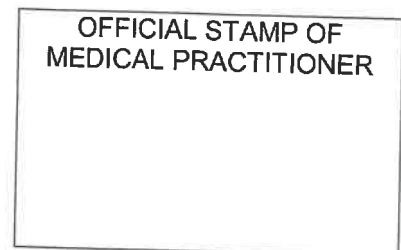


---

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			



15			
16			
17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

<b>ENTERPRISE STAMP</b>



# PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- 1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- 2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)



Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_  
*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*



B. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.*

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2.

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- |    |   |                      |
|----|---|----------------------|
| 1) | certificate issued by an authorized body or person; | B-BBEE Status level  |
| 2) | prescribed by the B-BBEE Codes of Good Practice;    | A sworn affidavit as |
| 3) | requirement prescribed in terms of the B-BBEE Act;  | Any other            |
- (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. POINTS AWARDED FOR PRICE

### 1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

1.1. 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)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

1.1. 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.)

**7. SUB-CONTRACTING**

1.1. Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

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



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

Table with 3 columns: Designated Group, EME, QSE. Rows include Black people, Any EME, Any QSE.

8. DECLARATION WITH REGARD TO COMPANY/FIRM

1.1. Name of company/firm:.....

1.2. VAT registration number:.....

1.3. Company registration number:.....

1.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

1.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

1.8. 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 .....

.....

.....

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	JUSTICE: NSIMBINI ANDMBUMBULU MAGISTRATE COURT PROVISIONING OF GARDENING SERVICE		
<b>Bid no:</b>	DBNQ	<b>Reference no:</b>	19/2/3/2/16/348

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

<sup>3</sup> 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.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



## PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
UNIFORM	
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**



IN RESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content(x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 3 of 4







## **SPECIFICATION FOR GARDENING MAINTANANCE SERVICES**

- The Contractor commits to employ gardeners as listed in the Bills of quantities. fully dedicated to this project on full time basis.

**CONTRACTOR SIGNATURE** .....

- Contractor commits to have equipments listed in the bill of quantities. Fully dedicated to this project on full time basis.

**CONTRACTOR'S SIGNATURE** .....

- Contractor commits to have a Health and Safety Plan on within 5 days from date of site hand over.

**CONTRACTOR'S SIGNATURE** .....

- The contractor commits to execute the work as per this specification and bills of Quantities. No revised specification and Bills of Quantities will be accepted.

**CONTRACTOR'S SIGNATURE** .....

Bidders Signature.....

Date.....



<p>4. Removal of gardening refuse on site</p> <p>Sub Total</p> <p>Plus Profit</p> <p>Plus Vat@ 15%</p> <p>Safety File</p> <p><b>Grand Total (Total cost of contract for said period)</b></p> <p>_____ Name of tendering entity Signature</p>			<p>R.....</p> <p>R.....</p> <p>R.....</p> <p>R.....</p> <p>R.....</p> <p>R.....</p>
--	--	--	---



## DEPARTMENT OF PUBLIC WORKS

### UMBUMBULU AND NSIMBINI MAGISTRATE COURT GARDENING MAINTANANCE SPECIFICATION

#### PROVISIONING OF GARDENING MAINTANANCE SERVICES AT UMBUMBULU NSIMBINI MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS

##### 1. Physical Address

**MAIN ROAD  
UMBUMBULU COURT**

**NSIMBINI COURT**

##### 2\*Scope of Cleaning Contract

###### 2.1. GARDEN MAINTENANCE.

2.1.1 It is expected that the provision of garden maintenance services to the **Umbumbulu and Nsimbini Court** will be provided at a standard commensurate with the high standards. It is therefore required that generally accepted best practice be implemented by trained and motivated staff.

2.1.2 Responsibility of the Service Provider to includes:

The entire grounds and gardens of the Umbumbulu and Nsimbini Magistrate Court, including all lawns, gardens, external hard surfaces surrounding individual units, paved roads, walkways, parking areas.

2.1.3 Description of services:

- The gardens include lawns, flowerbeds and shrubs. All gardens are to be well maintained at all times of the year, i.e. weeded, trimmed, pruned, composted and watered.

- As far as possible and taking into consideration the cost of water and the seasons, flowerbeds and lawns are to be watered adequately during dry periods where necessary.
- Regular mowing of all lawns and other grassed areas. All areas inaccessible and unsuitable for mowers such as steep banks, road verges must be mowed with brush-cutters.

#### 2.1.4 Weeds and Pest Control

- The Service Provider is responsible for all eradications of weeds either by manual or chemical application. Chemical application is to be done as per manufacturer's specifications.
- Weed control entails all areas of lawn, beds, roads, paths and paving on an ongoing basis.

#### 2.1.5 Litter

All litter and/or refuse falling on garden areas shall be removed daily during the normal course of maintenance.

#### 2.1.6 Equipment

- All equipment tools and machinery will be supplied and maintained by the Service Provider

2.1.7 The Service Provider is obliged to ensure that all equipment is well maintained and serviced at all times according to the manufacturer's specifications in order to prevent unnecessary breakdowns, leaks, damage or injury.

3. All equipment to carry out the above is to be supplied by the Service Provider and is to be in good working condition

3.1 All uniforms and protective clothing is to be supplied by the Service Provider

3.2 All cleaning materials supplied by the Service Provider must be **SABS Approved**

3.3 A Service Level Agreement is to be provided by the Service Provider and shall form the framework within which an integrated package of service deliveries can be defined. It is to be designed specifically to inform both parties of the level of service that would be expected and to which both parties can continually strive to improve the quality of service being delivered. It also is to indicate what level of support is required from our side to ensure that the service being delivered on site by the Service Provider is efficient, professional and cost effective.

3.4 The tender costing for this contract is to be provided in the tender documentation submitted

3.5 A fixed price is to be quoted for the period of 24 months of the tender period, pricing to be calculated to accommodate any annual wage increases as per any Bargaining Council recommendation and inflation (CPIX).

**4. . ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTATION**

**4.1 Time frame**

The tender will be awarded for a 24 MONTHS period.

**4.2 Cancellation**

The Department reserves the right to cancel the quotation following notification to this effect within 24 hours.

The Department will cancel the contract with immediate effect if, at site hand over if the Contractor does not have all the resources or proof of resources to complete the contract.

This is stipulated as:

- Public liability insurance,
- All risk insurance,
- A full staff complement with signed contracts and identification cards dressed in branded protective uniform.
- Equipment dedicated to this contract,
- Compliance of OHS Act 85 of 1983.
- Health and Safety plan
- Sufficient cleaning material on site

**4.3 Variable / Qualified Pricing**

Tenderers are to submit a comprehensive price breakdown as per bill of quantities with regard to labour, expendables and other relevant material, bidders to specify and estimate on schedule of cleaning material document.

**5. Quotation**

Contractors are required to submit a quotation for execution of the tasks as detailed in his document for the execution of maintenance tasks as per the supplied bill of quantities. The tender is to include all tasks, without any amendment, omission or addition. The quoted price is to be exact and in accordance with the service requested for the full period of 24 months. The successful tenderer will be determined by the adjudication of the tender price & preference points.

Absence from the official (published in the Government Gazette/tender bulletin) site meeting for an assessment/ inspection prior to the closing of the tender/ quotation will disqualify the prospective contractors.

**6. Service Required.**

The work to be performed according to the enclosed specification for the execution of cleaning services (Scope of work)

**7. Terrain / Site Inspection.**

Prospective tenderers' are requested to attend the site inspection meeting as indicated in this bid document, where tenderers will acquaint themselves with the extend/scope of required service. Attending this meeting will be a prerequisite of the acceptance of a tender. Prospective tenderes are advised to have the tender documentation prior to the site meeting and to visit the physical terrain/site prior to this meeting in order to establish/assess the current condition of the terrain/site. Claims because of lack of knowledge in this respect or otherwise will not be taken into account.

**8. Compliance with Regulations**

Security arrangements and regulations which may be applicable are to be adhered to by the contractor.

**9. Representative of the Department.**

Bidders Signature.....

Date.....

The Department contact person of the Department or his delegated representative will act on behalf of the Department.

**10. Responsibility**

- a. The contractor must indemnify the Department against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person. (Public liability insurance and all risk insurance)
  - That may arise or in connection with the execution of this requirement,
  - That may arise or in any connection with an action by the contractor or/and his workers.
  
- b. The department undertakes to notify in writing the particulars of every claim that the contractor is responsible for.
  
- c. The Department shall not be held responsible for any loss due to theft or damage of any sort of the contractor’s property or any items are kept on the Department’s property where the loss occurs and is due to negligence on the part of the Department.
  
- d. The Department reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.
  
- e. The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of the Department and its staff, in the normal performance of their duties. A claim for this can be instituted by the Department for the full amount against the contractor. A certificate by The Department contact person acting for the Department will be considered proof of the amount owing.

**11. Indemnification**

- a. The contractor and his workers enter the property at own risk.



- b. The contractor must indemnify the Department from any claims or damage that might occur where staff is employed in any work falling outside of the terms of the quotation.
- c. The contractor performs as an independent contractor and not as an agent or employee of the Department and has no authority to bind the Department to another party. The contractor must indemnify the Department against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against the Department.

## 12. Breach

**If the service is not to the satisfaction of the Department, the Department has the right to withhold payment at Billed Rates.**

- a. In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from the Department to do so, the Department shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:
  - To terminate the agreement;
  - To suspend further payment to the contractor;
  - To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

### Termination

The Department shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

- On breach of the agreement;
- On commencement of any action for the dissolution and/or liquidation of the contractor, except for the of an amalgamation or restructuring approval in advance by the Department;

- If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;
- If the contractor informs the Department that it intends to cease performing its obligation in terms of the agreement;
- If the contractor informs the Department that it is incapable of completing the project;
- If, in the opinion of the Department, the contractor acted dishonestly.

In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

### **13. Limitation on cession**

The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any person outside of the Department and the contractor, save with the written consent of the other party.

Each party warrants that it is acting as a principal and not as an undisclosed principal.

### **14. Curtailing of Service**

- a. The Department retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.
- b. In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or burnt, the Department shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

### **15. Interruptions of Service**

If the service is interrupted or temporarily suspended because of a Labour dispute, riot a local or national disaster or other causes out of the control of the contractor. Both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.

**16. Amendment of Areas of responsibility**

The Department retains the right to change as it sees fit the existing areas of responsibility on the property. Such a modification shall be considered a development of a new area and executed on Billed Rates or on Quotation if not on the billed rates.

**17. Restrictions**

- a. The Department retains the right to issue such instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.
- b. After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
- c. The contractor shall only fill, clean and service his equipment at a site indicated by The Department contact person.
- d. The contractor or any of his employees may not under any circumstances use any of the Departments buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.

- e. The contractor and his workers shall under no circumstances use the fire hoses or other fire fighting equipment on the property during the performance of this service.

**18. Service times**

A full service must be provided daily Monday to Friday from 6:00am to 14:30pm for weekdays.

**19. Obligations of the NDPW**

- a. The Department contact person shall act as informant between contractor, and the Department.
- b. The Department shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by the Department, the contractor will make its own arrangements in this regard without a right of recourse against the Department.

**20. Supply and issue protective clothing**

- At the cost of the bidder the bidders staff to wear the branded safety clothing.

**21. Supervision**

- a. The contractor must at all times have strict and effective supervision of the workers performance at specific site. The contractor must have applicable experience and be knowledgeable of gardening services activities to be able to mentor the workers. The bidder must have reserved staff to replace staff on leave to maintain a full staff complement at all times.
- b. The contractor must react in all aspects to reasonable requests from The Department contact person of the Department.
- c. All request with financial implications to be confirmed in writing to the contractor by the Department.

**22.. Conditions in Relation to Personnel of the Contractor**

- a. Where available the contractor’s staff may use the toilet facilities on site, which are indicated to the contractor by the Departments contact person. Toilet facilities may not be used for washing and changing.
- b. The personnel of the bidder must have respect for personnel, the public and all equipment and buildings belonging to the Department.
- c. Workers that do service must be dedicated persons. These workers shall at the cost of the contractor be classified by the SAP Security Branch as trustworthy.
- d. In accordance with the Act on the control of admission to public premises and transport 1985 Act 53 of 1985 workers shall be subject to the requirements of article 2 (2) of the incorporated Act.
- e. The contractor’s workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.
- f. At the end of every working day, not later than 16:00 all the workers must have left the property. No workers will be allowed onto the property outside of normal working hours unless permission is granted by The Department contact person.
- g. Personnel of the bidder subject to the conditions of the quotation, have access to all areas to perform the service. If the service is not required in any area at a specific time no access to these areas will be allowed.
- h. The Department shall have the right to indicate to the contractor or cooperative any worker that is in he’s opinion a safety, health or security risk. Thereafter the contractor will not be able to use this person in the performance of this quotation.

- In such a case the contractor shall react immediately to such a request from the Department and as a result of such a request will not have the right to claim for any loss or damage against the Department. The bidder must indemnify the Department from any claims arising from the workers involved.
- If the Department has any information in connection with any of the bidders personnel that are involved in the performance of this quotation, the bidders an request the Department to supply such information to him without delay.
- i. All workers must be in possession of identity cards supplied by the contractor and worn visibly on the person at all times.
- j. The card must be carried by all the workers on the site while he/she is present on the property. The contractor will control and be responsible for the card in such a manner that no unauthorized person gains entry to the property.
- k. Personal hygiene must at all times be kept by the contractor and workers.
- l. Staff must behave in a sober and quiet manner.
- m. The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of the Department. The Department request that workers be clothed in a uniform or overall and T-shirt that must be approved by the Department and that will be supplied to the workers at the cost of the contractor and will **identify the workers as belonging to the contractor**. The contractor is to supply the workers with uniform per person per year, to ensure that the workers are clean and neat at all times.
- n. No information may be supplied to the public or news media in connection with the contractor's activities.

. The quantity of staff on site as per proof of resources must at all times be maintained. Replacement staff must be available for staff on leave or sick leave for more than one day.

Should the Department find any employee of the contractor to be unable to perform the work to the satisfaction of the Department, the Department may, in writing and together with reasons there for, request that he/she be replaced in order to meet the requirements of the agreement. Such replacement should take place within five working days from receipt of the Department's request.

**23. Equipment**

- a. The contractor shall be responsible for the supply and maintenance of all equipment that will be necessarily for the satisfactory delivery of this service for the full period of the contract. The equipment can either be owned or leased by the contractor.
- b. The equipment used by the contractor must comply with the regulations of the machinery and occupational safety act. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHS Act 85 of 1983.
- c. The cleaning equipment and machinery supplied by the contractor must be of industrial quality and will be inspected before awarding the contract & the contract personnel. Failing to meet this requirement will result in not awarding the contract or termination of contract.
- d. The Department can not supply space for the storage of equipment. Where there is no space for storage the contractor must remove his equipment from the site or erect a suitable store for the equipment on site. The Department has the right to inspect at anytime the storage space and at his discretion cancel the arrangement. The storage space must be in compliance of OHS Act 85 of 1983 and the various regulations as set out by the Metropolitan council.

**24.. Consumable items**

The contractor shall at own cost be responsible for supplying all consumable items including all paper washroom consumables plastic rubbish bags, task specific consumables, cleaning chemicals

and safety equipment, to execute the task at hand, that are necessary for the supplying of effective service for the full contract period.

Before delivery the contractor is to supply a representative sample to the Department contact person for approval. The Department has the right to accept or reject any of these items.

**25. Advertisements**

- a. The contractor is not permitted to place any advertising signboards, printed matter or sign writing of any type what so ever or outside any portion thereof without the written permission of the Department. The contractor or his staff may not exhibit any article or object that the Department regards as offensive or undesirable. In this case the Department decision is regarded as final and binding on the contractor and staff.
  
- b. The Department has the right to immediately remove any sign, printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

**26. Warning signs**

- a. The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor’s workers is in progress so as to bring to the attention of any person/staff that work is in progress.
  
- b. The contractor must have all warnings/boards made in English for the full term of this quotation.

**27. Inflammable and Toxic Chemicals**

The contractor shall not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of the Department for the delivery of these services. No long term storage is allowed.



## 28. Health and Hygiene Services

### Introduction

- a. The contractor shall acquaint itself thoroughly with all aspects of the sites including, but not limited to the nature thereof and all matters that may influence the Contractor's ability to service and maintain the equipment/ system. The Contractor shall make proposals to the NDPW Facilities Management as to the most appropriate actions to be considered and implemented at the various sites.
- b. the proposal shall, inter alia, consist of the provision of services including all the necessary equipment and/ or systems as listed herein and shall include, but not be limited to: General provision of services as per scheduled requirements; The ensuring that all safety and health regulations are adhered to; The inspection and reporting of all services and Compliance with the Occupational Health and Safety Act, no. 85 of 1993 (OHS Act) as amended
- c. The Contractor shall submit detailed pricing based on the attached schedule of quantities of items indicating the breakdown of the total cost into its component parts. The schedule shall contain unit prices and frequency for each of the services.
- d. Only experienced and trained personnel, adequately supervised, shall perform the service to ensure performance in accordance with this Agreement.
- e. Quality assurance: The Contractor shall perform the services as specified at a high level of quality.
- f. The Contractor shall maintain sufficient statutory and public liability insurance to insure against any liabilities that may be imposed by this Agreement and shall provide NDPW, should they deem it necessary with proof that such insurance has been affected.
- g. The Contractor accepts full responsibility for the security of his own assets on NDPW sites.

- h. The Contractor shall arrange for access to the Site with and thereafter announce himself to the Facilities Site Supervisor when performing the services specified. NDPW shall provide names of the Site Supervisors and their contact details to the Contractor.
- i. The Contractor shall provide the Services in a clean and tidy manner, and must, unless stipulated otherwise in this Agreement, remove all waste generated in the provision of the Services from the Client's Sites on a daily basis.
- j. The Contractor shall provide the following contact details within 1 (One) week of awarding of contract:
  - Name and Authorised Contact Person
  - Telephone number
  - Fax number

## 29. CONTRACTORS DUTIES

- ❖ **Qualified Service Personnel.** The Contractor undertakes to provide qualified service personnel to carry out the maintenance/ service tasks in accordance with the requirements as per this Agreement, and to take all necessary steps to ensure that essential services are met.
- ❖ **Systems in good working order.** The Contractor shall ensure that all the systems and associated equipments is in good working order and shall propose any improvements to these systems that the Contractor considers appropriate.
- ❖ **Normal and Emergency Repairs.** The Contractor shall ensure that the service personnel do not undertake any repairs or replace any parts or equipment without prior written authority from NDPW.
- ❖ **Work affecting operational state of NDPW.** All work on systems that may affect the operational state of NDPW shall only be taken after fully informing the Facilities management unit and with the Agreement of the aforesaid as to the precise timing of such operations.

- ❖ **Potentially hazardous situations and materials.** The Contractor shall inform NDPW in writing of any potentially hazardous or undesirable situations observed by the Contractor, that may cause harm to NDPW personnel or visitors, or that may damage or reduce the life expectancy of any equipment forming part of the equipment serviced in terms of this Agreement.

### 30. SPECIFIC REQUIREMENT

The following is required from the Contractor:

- ❖ To provide fully trained and certified staff complement to conform to SABS ISO 9004-2 as well as the Occupational Health and Safety Act 85 of 1993 as amended for safety and related issues.
- ❖ to ensure conformance to the Occupational Health and Safety Act 85 of 1993 as amended and Environmental Act 73 of 1989 and Water Act 54 of 1956.
- ❖ to provide NDPW with a list of all chemicals and hazardous substances that are used in the units on the Sites and to adhere to all the Hazardous Chemical Substances Regulations:
  - Regulation GNR 1179
  - Environmental Conservation Act
  - Water Act
- ❖ All Contractor staff to have a "clean bill of health" when reporting for duty. NDPW is to be notified of any environmental, health and safety exposure or any defects that could have an adverse affect on NDPW staff, materials, equipment or systems on site.
- ❖ All Contractor employees shall be dressed in the appropriate and easily identifiable uniform of the Contractor.
- ❖ All Contractor employees shall be dressed in the appropriate and easily identifiable uniform of the Contractor.

- ❖ The Contractor company logo/ name as well as individual nametags must be displayed on the uniforms when on site.

### **32. TIMES DURING WHICH THE SERVICES SHALL BE RENDERED**

The service shall be rendered on a 7 (seven) day week basis with respect to the sanibins. For the Aerosol Air Fresheners and the Saniwipe toilet Seat Foam the service will take place on a monthly cycle.

### **33. OBLIGATIONS OF NDPW**

To enable the Contractor and its personnel to provide the services, NDPW shall procure: -

- ❖ Access for the Contractor and its personnel to NDPW? JUSTICE Sites as per clause 1.8 herein
- ❖ That necessary light, water, power and other reasonable facilities are available at NDPW Sites.

### **34. INSPECTION, MEASUREMENT, REPORTING AND MANAGEMENT AUDIT**

- ❖ The Contractor shall at all times keep full and accurate records of all Services provided in terms of this Agreement and shall retain such records for the currency of this Agreement. The Contractor shall upon request provide NDPW with such copies of such records. Upon termination of this Agreement such records must be provided to NDPW upon request.
- ❖ A monthly inspection of the area covered by this document shall be made by authorised persons of both the NDPW facilities unit and the Contractor. The Contractor shall correct any deficiency found during the inspection. A format of this inspection report as well as the procedure of the inspection itself shall be detailed in a Service Level Agreement to be agreed between the Contractor and NDPW after signature of this Agreement.
- ❖ The Contractor shall further regularly and systematically examine the equipment in accordance with the norms and codes of the Occupation Health and Safety Act 85 of 1993 as amended.
- ❖ The Contractor shall further submit a monthly operational report within 3 (three) working days of the start of each new month, for the previous month to the Site Facilities Manager.

This report shall include all aspects of service inclusive of any problem areas of concern and other items that need highlighting. The report format shall be developed and agreed to with the facilities management unit.

- ❖ NDPW shall be entitled at any time during the currency of this Agreement to call for a management audit to be conducted, the purpose of which will be to determine whether the Contractor is providing the Services in accordance with the provisions of this Agreement.
- ❖ The Contractor shall: -
  - i. upon not less than 7 (seven) days written notice, participate in a management audit to be conducted by NDPW auditors or other agents and
  - ii. Provide such auditors or agent with such reasonable information, documentation, and access to relevant records and personnel as may be required by such auditors or agents to conduct the management audit.
- ❖ The findings of an audit or investigation contemplated in this clause shall be prima facie proof of its contents and shall entitle NDPW to exercise its right or remedies arising out of such findings.

### **35.DISPUTE RESOLUTION**

Disputes about the interpretation or application of this Agreement shall be dealt with according to the dispute resolution procedure of the Department.

### **36.Remuneration for Services Rendered**

- a. The Department undertakes to pay the contractor per project on completion of a project as signed of by the Department contact person.
- b. Payment shall be made within 30 days after an invoice has been submitted by the contractor to the Department and certified as correct and according to the quotation conditions and the quotation submitted, by the Department contact person.

- c. The contract rates should remain fixed for the duration of the agreement period.

**37. Business/ Work Plan**

Upon submission of a quotation the prospective renderer is to follow a comprehensive business / work plan as included in the documentation.

Quantity of workers to be used per, machinery and equipment that will be dedicated to this tender used. A detailed list containing the quantity; description; make/model/ condition of machinery and equipment to be used in the execution of the project.

**38. Indulgences**

No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such party's rights, or prevent such party from strictly enforcing due compliance with each and every provision of this agreement.

## **SPECIFICATION FOR GARDENING MAINTANANCE SERVICES**

- The Contractor commits to employ gardeners as listed in the Bills of quantities. fully dedicated to this project on full time basis.

**CONTRACTOR SIGNATURE** .....

- Contractor commits to have equipments listed in the bill of quantities. Fully dedicated to this project on full time basis.

**CONTRACTOR'S SIGNATURE** .....

- Contractor commits to have a Health and Safety Plan on within 5 days from date of site hand over.

**CONTRACTOR'S SIGNATURE** .....

- The contractor commits to execute the work as per this specification and bills of Quantities. No revised specification and Bills of Quantities will be accepted.

**CONTRACTOR'S SIGNATURE** .....



## DEPARTMENT OF PUBLIC WORKS

### UMBUMBULU AND NSIMBINI MAGISTRATE COURT GARDENING MAINTANANCE SPECIFICATION

#### PROVISIONING OF GARDENING MAINTANANCE SERVICES AT UMBUMBULU NSIMBINI MAGISTRATE COURT FOR A PERIOD OF 24 MONTHS

##### 1. Physical Address

**MAIN ROAD  
UMBUMBULU COURT**

**NSIMBINI COURT**

##### 2\*Scope of Cleaning Contract

###### 2.1. GARDEN MAINTENANCE.

2.1.1 It is expected that the provision of garden maintenance services to the **Umbumbulu and Nsimbini Court** will be provided at a standard commensurate with the high standards. It is therefore required that generally accepted best practice be implemented by trained and motivated staff.

2.1.2 Responsibility of the Service Provider to includes:

The entire grounds and gardens of the Umbumbulu and Nsimbini Magistrate Court, including all lawns, gardens, external hard surfaces surrounding individual units, paved roads, walkways, parking areas.

2.1.3 Description of services:

- The gardens include lawns, flowerbeds and shrubs. All gardens are to be well maintained at all times of the year, i.e. weeded, trimmed, pruned, composted and watered.



- As far as possible and taking into consideration the cost of water and the seasons, flowerbeds and lawns are to be watered adequately during dry periods where necessary.
- Regular mowing of all lawns and other grassed areas. All areas inaccessible and unsuitable for mowers such as steep banks, road verges must be mowed with brush-cutters.

#### 2.1.4 Weeds and Pest Control

- The Service Provider is responsible for all eradications of weeds either by manual or chemical application. Chemical application is to be done as per manufacturer's specifications.
- Weed control entails all areas of lawn, beds, roads, paths and paving on an ongoing basis.

#### 2.1.5 Litter

All litter and/or refuse falling on garden areas shall be removed daily during the normal course of maintenance.

#### 2.1.6 Equipment

- All equipment tools and machinery will be supplied and maintained by the Service Provider

2.1.7 The Service Provider is obliged to ensure that all equipment is well maintained and serviced at all times according to the manufacturer's specifications in order to prevent unnecessary breakdowns, leaks, damage or injury.

3. All equipment to carry out the above is to be supplied by the Service Provider and is to be in good working condition

3.1 All uniforms and protective clothing is to be supplied by the Service Provider

3.2 All cleaning materials supplied by the Service Provider must be **SABS Approved**

3.3 A Service Level Agreement is to be provided by the Service Provider and shall from the framework within which an integrated package of service deliveries can be defined. It is to be designed specifically to inform both parties of the level of service that would be expected and to which both parties can continually strive to improve the quality of service being delivered. It also is to indicate what level of support is required from our side to ensure that the service being delivered on site by the Service Provider is efficient, professional and cost effective.

3.4 The tender costing for this contract is to be provided in the tender documentation submitted

3.5 A fixed price is to be quoted for the period of 24 months of the tender period, pricing to be calculated to accommodate any annual wage increases as per any Bargaining Council recommendation and inflation (CPIX).

**4. . ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTATION**

**4.1 Time frame**

The tender will be awarded for a 24 MONTHS period.

**4.2 Cancellation**

The Department reserves the right to cancel the quotation following notification to this effect within 24 hours.

The Department will cancel the contract with immediate effect if, at site hand over if the Contractor does not have all the resources or proof of resources to complete the contract.

This is stipulated as:

- Public liability insurance,
- All risk insurance,
- A full staff complement with signed contracts and identification cards dressed in branded protective uniform.
- Equipment dedicated to this contract,
- Compliance of OHS Act 85 of 1983.
- Health and Safety plan
- Sufficient cleaning material on site

**4.3 Variable / Qualified Pricing**

Tenderers are to submit a comprehensive price breakdown as per bill of quantities with regard to labour, expendables and other relevant material, bidders to specify and estimate on schedule of cleaning material document.

**5. Quotation**

Contractors are required to submit a quotation for execution of the tasks as detailed in his document for the execution of maintenance tasks as per the supplied bill of quantities. The tender is to include all tasks, without any amendment, omission or addition. The quoted price is to be exact and in accordance with the service requested for the full period of 24 months. The successful tenderer will be determined by the adjudication of the tender price & preference points.

Absence from the official (published in the Government Gazette/tender bulletin) site meeting for an assessment/ inspection prior to the closing of the tender/ quotation will disqualify the prospective contractors.

**6. Service Required.**

The work to be performed according to the enclosed specification for the execution of cleaning services (Scope of work)

**7. Terrain / Site Inspection.**

Prospective tenderers' are requested to attend the site inspection meeting as indicated in this bid document, where tenderers will acquaint themselves with the extend/scope of required service. Attending this meeting will be a prerequisite of the acceptance of a tender. Prospective tenderes are advised to have the tender documentation prior to the site meeting and to visit the physical terrain/site prior to this meeting in order to establish/assess the current condition of the terrain/site. Claims because of lack of knowledge in this respect or otherwise will not be taken into account.

**8. Compliance with Regulations**

Security arrangements and regulations which may be applicable are to be adhered to by the contractor.

**9. Representative of the Department.**

The Department contact person of the Department or his delegated representative will act on behalf of the Department.

### **10. Responsibility**

- a. The contractor must indemnify the Department against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person. (Public liability insurance and all risk insurance)
  - That may arise or in connection with the execution of this requirement,
  - That may arise or in any connection with an action by the contractor or/and his workers.
  
- b. The department undertakes to notify in writing the particulars of every claim that the contractor is responsible for.
  
- c. The Department shall not be held responsible for any loss due to theft or damage of any sort of the contractor's property or any items are kept on the Department's property where the loss occurs and is due to negligence on the part of the Department.
  
- d. The Department reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.
  
- e. The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of the Department and its staff, in the normal performance of their duties. A claim for this can be instituted by the Department for the full amount against the contractor. A certificate by The Department contact person acting for the Department will be considered proof of the amount owing.

### **11. Indemnification**

- a. The contractor and his workers enter the property at own risk.

- b. The contractor must indemnify the Department from any claims or damage that might occur where staff is employed in any work falling outside of the terms of the quotation.
- c. The contractor performs as an independent contractor and not as an agent or employee of the Department and has no authority to bind the Department to another party. The contractor must indemnify the Department against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against the Department.

## 12. Breach

**If the service is not to the satisfaction of the Department, the Department has the right to withhold payment at Billed Rates.**

- a. In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from the Department to do so, the Department shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:
  - To terminate the agreement;
  - To suspend further payment to the contractor;
  - To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

### Termination

The Department shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

- On breach of the agreement;
- On commencement of any action for the dissolution and/or liquidation of the contractor, except for the of an amalgamation or restructuring approval in advance by the Department;

- If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;
- If the contractor informs the Department that it intends to cease performing its obligation in terms of the agreement;
- If the contractor informs the Department that it is incapable of completing the project;
- If, in the opinion of the Department, the contractor acted dishonestly.

In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

### **13. Limitation on cession**

The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any person outside of the Department and the contractor, save with the written consent of the other party.

Each party warrants that it is acting as a principal and not as an undisclosed principal.

### **14. Curtailing of Service**

- a. The Department retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.
- b. In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or burnt, the Department shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

### **15. Interruptions of Service**

If the service is interrupted or temporally suspended because of a Labour dispute, riot a local or national disaster or other causes out of the control of the contractor. Both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.

**16. Amendment of Areas of responsibility**

The Department retains the right to change as it sees fit the existing areas of responsibility on the property. Such a modification shall be considered a development of a new area and executed on Billed Rates or on Quotation if not on the billed rates.

**17. Restrictions**

- a. The Department retains the right to issue such instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.
- b. After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
- c. The contractor shall only fill, clean and service his equipment at a site indicated by The Department contact person.
- d. The contractor or any of his employees may not under any circumstances use any of the Departments buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.

- e. The contractor and his workers shall under no circumstances use the fire hoses or other fire fighting equipment on the property during the performance of this service.

**18. Service times**

A full service must be provided daily Monday to Friday from 6:00am to 14:30pm for weekdays.

**19. Obligations of the NDPW**

- a. The Department contact person shall act as informant between contractor, and the Department.
- b. The Department shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by the Department, the contractor will make its own arrangements in this regard without a right of recourse against the Department.

**20. Supply and issue protective clothing**

- At the cost of the bidder the bidders staff to wear the branded safety clothing.

**21. Supervision**

- a. The contractor must at all times have strict and effective supervision of the workers performance at specific site. The contractor must have applicable experience and be knowledgeable of gardening services activities to be able to mentor the workers. The bidder must have reserved staff to replace staff on leave to maintain a full staff complement at all times.
- b. The contractor must react in all aspects to reasonable requests from The Department contact person of the Department.
- c. All request with financial implications to be confirmed in writing to the contractor by the Department.



**22.. Conditions in Relation to Personnel of the Contractor**

- a. Where available the contractor’s staff may use the toilet facilities on site, which are indicated to the contractor by the Departments contact person. Toilet facilities may not be used for washing and changing.
- b. The personnel of the bidder must have respect for personnel, the public and all equipment and buildings belonging to the Department.
- c. Workers that do service must be dedicated persons. These workers shall at the cost of the contractor be classified by the SAP Security Branch as trustworthy.
- d. In accordance with the Act on the control of admission to public premises and transport 1985 Act 53 of 1985 workers shall be subject to the requirements of article 2 (2) of the incorporated Act.
- e. The contractor’s workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.
- f. At the end of every working day, not later than 16:00 all the workers must have left the property. No workers will be allowed onto the property outside of normal working hours unless permission is granted by The Department contact person.
- g. Personnel of the bidder subject to the conditions of the quotation, have access to all areas to perform the service. If the service is not required in any area at a specific time no access to these areas will be allowed.
- h. The Department shall have the right to indicate to the contractor or cooperative any worker that is in he’s opinion a safety, health or security risk. Thereafter the contractor will not be able to use this person in the performance of this quotation.

- In such a case the contractor shall react immediately to such a request from the Department and as a result of such a request will not have the right to claim for any loss or damage against the Department. The bidder must indemnify the Department from any claims arising from the workers involved.
  - If the Department has any information in connection with any of the bidders personnel that are involved in the performance of this quotation, the bidders an request the Department to supply such information to him without delay.
- i. All workers must be in possession of identity cards supplied by the contractor and worn visibly on the person at all times.
  - j. The card must be carried by all the workers on the site while he/she is present on the property. The contractor will control and be responsible for the card in such a manner that no unauthorized person gains entry to the property.
  - k. Personal hygiene must at all times be kept by the contractor and workers.
  - l. Staff must behave in a sober and quiet manner.
  - m. The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of the Department. The Department request that workers be clothed in a uniform or overall and T-shirt that must be approved by the Department and that will be supplied to the workers at the cost of the contractor and will **identify the workers as belonging to the contractor**. The contractor is to supply the workers with uniform per person per year, to ensure that the workers are clean and neat at all times.
  - n. No information may be supplied to the public or news media in connection with the contractor's activities.

. The quantity of staff on site as per proof of resources must at all times be maintained. Replacement staff must be available for staff on leave or sick leave for more than one day.

Should the Department find any employee of the contractor to be unable to perform the work to the satisfaction of the Department, the Department may, in writing and together with reasons there for, request that he/she be replaced in order to meet the requirements of the agreement. Such replacement should take place within five working days from receipt of the Department's request.

### **23. Equipment**

- a. The contractor shall be responsible for the supply and maintenance of all equipment that will be necessary for the satisfactory delivery of this service for the full period of the contract. The equipment can either be owned or leased by the contractor.
- b. The equipment used by the contractor must comply with the regulations of the machinery and occupational safety act. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHS Act 85 of 1983.
- c. The cleaning equipment and machinery supplied by the contractor must be of industrial quality and will be inspected before awarding the contract & the contract personnel. Failing to meet this requirement will result in not awarding the contract or termination of contract.
- d. The Department can not supply space for the storage of equipment. Where there is no space for storage the contractor must remove his equipment from the site or erect a suitable store for the equipment on site. The Department has the right to inspect at anytime the storage space and at his discretion cancel the arrangement. The storage space must be in compliance of OHS Act 85 of 1983 and the various regulations as set out by the Metropolitan council.

### **24.. Consumable items**

The contractor shall at own cost be responsible for supplying all consumable items including all paper washroom consumables plastic rubbish bags, task specific consumables, cleaning chemicals

and safety equipment, to execute the task at hand, that are necessary for the supplying of effective service for the full contract period.

Before delivery the contractor is to supply a representative sample to the Department contact person for approval. The Department has the right to accept or reject any of these items.

**25. Advertisements**

- a. The contractor is not permitted to place any advertising signboards, printed matter or sign writing of any type what so ever or outside any portion thereof without the written permission of the Department. The contractor or his staff may not exhibit any article or object that the Department regards as offensive or undesirable. In this case the Department decision is regarded as final and binding on the contractor and staff.
  
- b. The Department has the right to immediately remove any sign, printed matter, artwork nameplate, advert, and article or object that are exhibited without written permission and submit an account for the cost of the removal to the contractor.

**26. Warning signs**

- a. The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.
  
- b. The contractor must have all warnings/boards made in English for the full term of this quotation.

**27. Inflammable and Toxic Chemicals**

The contractor shall not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of the Department for the delivery of these services. No long term storage is allowed.

## 28. Health and Hygiene Services

### Introduction

- a. The contractor shall acquaint itself thoroughly with all aspects of the sites including, but not limited to the nature thereof and all matters that may influence the Contractor's ability to service and maintain the equipment/ system. The Contractor shall make proposals to the NDPW Facilities Management as to the most appropriate actions to be considered and implemented at the various sites.
- b. the proposal shall, inter alia, consist of the provision of services including all the necessary equipment and/ or systems as listed herein and shall include, but not be limited to: General provision of services as per scheduled requirements; The ensuring that all safety and health regulations are adhered to; The inspection and reporting of all services and Compliance with the Occupational Health and Safety Act, no. 85 of 1993 (OHS Act) as amended
- c. The Contractor shall submit detailed pricing based on the attached schedule of quantities of items indicating the breakdown of the total cost into its component parts. The schedule shall contain unit prices and frequency for each of the services.
- d. Only experienced and trained personnel, adequately supervised, shall perform the service to ensure performance in accordance with this Agreement.
- e. Quality assurance: The Contractor shall perform the services as specified at a high level of quality.
- f. The Contractor shall maintain sufficient statutory and public liability insurance to insure against any liabilities that may be imposed by this Agreement and shall provide NDPW, should they deem it necessary with proof that such insurance has been affected.
- g. The Contractor accepts full responsibility for the security of his own assets on NDPW sites.

- h. The Contractor shall arrange for access to the Site with and thereafter announce himself to the Facilities Site Supervisor when performing the services specified. NDPW shall provide names of the Site Supervisors and their contact details to the Contractor.
- i. The Contractor shall provide the Services in a clean and tidy manner, and must, unless stipulated otherwise in this Agreement, remove all waste generated in the provision of the Services from the Client's Sites on a daily basis.
- j. The Contractor shall provide the following contact details within 1 (One) week of awarding of contract:
  - Name and Authorised Contact Person
  - Telephone number
  - Fax number

## 29. CONTRACTORS DUTIES

- ❖ **Qualified Service Personnel.** The Contractor undertakes to provide qualified service personnel to carry out the maintenance/ service tasks in accordance with the requirements as per this Agreement, and to take all necessary steps to ensure that essential services are met.
- ❖ **Systems in good working order.** The Contractor shall ensure that all the systems and associated equipments is in good working order and shall propose any improvements to these systems that the Contractor considers appropriate.
- ❖ **Normal and Emergency Repairs.** The Contractor shall ensure that the service personnel do not undertake any repairs or replace any parts or equipment without prior written authority from NDPW.
- ❖ **Work affecting operational state of NDPW.** All work on systems that may affect the operational state of NDPW shall only be taken after fully informing the Facilities management unit and with the Agreement of the aforesaid as to the precise timing of such operations.

- ❖ **Potentially hazardous situations and materials.** The Contractor shall inform NDPW in writing of any potentially hazardous or undesirable situations observed by the Contractor, that may cause harm to NDPW personnel or visitors, or that may damage or reduce the life expectancy of any equipment forming part of the equipment serviced in terms of this Agreement.

### 30. SPECIFIC REQUIREMENT

The following is required from the Contractor:

- ❖ To provide fully trained and certified staff complement to conform to SABS ISO 9004-2 as well as the Occupational Health and Safety Act 85 of 1993 as amended for safety and related issues.
- ❖ to ensure conformance to the Occupational Health and Safety Act 85 of 1993 as amended and Environmental Act 73 of 1989 and Water Act 54 of 1956.
- ❖ to provide NDPW with a list of all chemicals and hazardous substances that are used in the units on the Sites and to adhere to all the Hazardous Chemical Substances Regulations:
  - Regulation GNR 1179
  - Environmental Conservation Act
  - Water Act
- ❖ All Contractor staff to have a "clean bill of health" when reporting for duty. NDPW is to be notified of any environmental, health and safety exposure or any defects that could have an adverse affect on NDPW staff, materials, equipment or systems on site.
- ❖ All Contractor employees shall be dressed in the appropriate and easily identifiable uniform of the Contractor.
- ❖ All Contractor employees shall be dressed in the appropriate and easily identifiable uniform of the Contractor.

- ❖ The Contractor company logo/ name as well as individual nametags must be displayed on the uniforms when on site.

### **32. TIMES DURING WHICH THE SERVICES SHALL BE RENDERED**

The service shall be rendered on a 7 (seven) day week basis with respect to the sanibins. For the Aerosol Air Fresheners and the Saniwipe toilet Seat Foam the service will take place on a monthly cycle.

### **33. OBLIGATIONS OF NDPW**

To enable the Contractor and its personnel to provide the services, NDPW shall procure: -

- ❖ Access for the Contractor and its personnel to NDPW? JUSTICE Sites as per clause 1.8 herein
- ❖ That necessary light, water, power and other reasonable facilities are available at NDPW Sites.

### **34. INSPECTION, MEASUREMENT, REPORTING AND MANAGEMENT AUDIT**

- ❖ The Contractor shall at all times keep full and accurate records of all Services provided in terms of this Agreement and shall retain such records for the currency of this Agreement. The Contractor shall upon request provide NDPW with such copies of such records. Upon termination of this Agreement such records must be provided to NDPW upon request.
- ❖ A monthly inspection of the area covered by this document shall be made by authorised persons of both the NDPW facilities unit and the Contractor. The Contractor shall correct any deficiency found during the inspection. A format of this inspection report as well as the procedure of the inspection itself shall be detailed in a Service Level Agreement to be agreed between the Contractor and NDPW after signature of this Agreement.
- ❖ The Contractor shall further regularly and systematically examine the equipment in accordance with the norms and codes of the Occupation Health and Safety Act 85 of 1993 as amended.
- ❖ The Contractor shall further submit a monthly operational report within 3 (three) working days of the start of each new month, for the previous month to the Site Facilities Manager.



This report shall include all aspects of service inclusive of any problem areas of concern and other items that need highlighting. The report format shall be developed and agreed to with the facilities management unit.

- ❖ NDPW shall be entitled at any time during the currency of this Agreement to call for a management audit to be conducted, the purpose of which will be to determine whether the Contractor is providing the Services in accordance with the provisions of this Agreement.
- ❖ The Contractor shall: -
  - i. upon not less than 7 (seven) days written notice, participate in a management audit to be conducted by NDPW auditors or other agents and
  - ii. Provide such auditors or agent with such reasonable information, documentation, and access to relevant records and personnel as may be required by such auditors or agents to conduct the management audit.
- ❖ The findings of an audit or investigation contemplated in this clause shall be prima facie proof of its contents and shall entitle NDPW to exercise its right or remedies arising out of such findings.

### **35.DISPUTE RESOLUTION**

Disputes about the interpretation or application of this Agreement shall be dealt with according to the dispute resolution procedure of the Department.

### **36.Remuneration for Services Rendered**

- a. The Department undertakes to pay the contractor per project on completion of a project as signed of by the Department contact person.
- b. Payment shall be made within 30 days after an invoice has been submitted by the contractor to the Department and certified as correct and according to the quotation conditions and the quotation submitted, by the Department contact person.

- c. The contract rates should remain fixed for the duration of the agreement period.

**37.Business/ Work Plan**

Upon submission of a quotation the prospective renderer is to follow a comprehensive business / work plan as included in the documentation.

Quantity of workers to be used per, machinery and equipment that will be dedicated to this tender used. A detailed list containing the quantity; description; make/model/ condition of machinery and equipment to be used in the execution of the project.

**38.Indulgences**

No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such party's rights, or prevent such party from strictly enforcing due compliance with each and every provision of this agreement.