



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

GPM 22 2022/23

TENDER DESCRIPTION:	TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF THREE (3) YEARS.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

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

BID CLOSING DATE

14 DECEMBER 2022

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

“NOTE: BIDDERS ARE REQUIRED TO SUBMIT ELECTRONIC COPIES OF THE BID EITHER BY MEMORY STICK/USB FLASH DRIVE/CD/DVD TOGETHER WITH THE HARD COPY OF THE BID/PROPOSALS”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: GROUP PROPERTY MANAGEMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
GPM 22 2022/23	Tender for the leasing of turnkey office space in region 5, inclusive of Parking facilities and turnkey office accommodation solution for a period of three (3) years.	Group Property Management	Koleka Nolutshungu (kolekan@tshwane.gov.za or 012 358 3580)	<u>COMPULSORY BRIEFING SESSION</u> Date: 02 December 2022 Time: 10:00 Venue: Sammy Marks Council Chamber, 1s Floor Sammy Marks Square, Cnr Lilian Nyoni and Madiba Street, Pretoria Central	14 December 2022 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE E-TENDER PORTAL (www.etenders.gov.za) and CITYS WEBSITE (www.tshwane.gov.za)

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

**City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba street
Pretoria**

0002Documents must be deposited in the bid box not later than 10:00 on 14 December 2022 when bids will be opened in public.

Please note that briefing sessions will be held online for this tender. Bidders must contact the following officials for any enquiries:

- Technical enquiries: Koleka Nolutshungu (kolekan@tshwane.gov.za or 012 358 3580)
- Supply chain enquiries: Relebogile Malatswane (relebogilem@tshwane.gov.za or 012 358 2735)

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

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

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19.	Company registration certificate		
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21.	Clearance certificate or unique PIN		
22.	BBBEE certificate		
23.	CSD summary report		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

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

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

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

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

A. COMPANY

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

An example is shown below:

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

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

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

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

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

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

C. ONE-PERSON BUSINESS

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

.....	
Signature	Date

D. CLOSE CORPORATION

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

An example is shown below:

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

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

SPECIFICATION OR TERMS OF REFERENCE

GROUP PROPERTY

TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF THREE (3) YEARS.

BID NUMBER: GPM 22 2022/23

1. INTRODUCTION AND PURPOSE

Bidders are invited to submit bids for approximately 1 000 m² of office space in one or various buildings that satisfies the requirements for office accommodation in Region 5. The turnkey office accommodation includes offices and amenities; tenant installation and furniture; parking; maintenance, cleaning and security services.

The proposals must be submitted per building with parking facilities on offer, including all requirements listed in this document.

2. BACKGROUND

The City of Tshwane as an employer, has an obligation to provide office space for employees, which is OHS compliant and allows for effective synergy and productivity within departments and CoT stakeholders.

The bid is focused on seeking the relevant office space which meets these requirements. As such, building, service and compliance requirements must form the basis of this bid.

3. SPECIFICATION

3.1. BUILDING SUMMARY

- The building offered must be located within Cullinan suburb in Region 5, Pretoria.
- The property offered should be able to provide a total lettable area of approximately 1000 m² of office space for lease purposes.
- The building will accommodate the following departments:

- Energy and Electricity
- Water and Sanitation
- Building Control
- The property/building must be providing an efficient space in order to accommodate a total of at least 60 CoT employees.
- Parking requirements are as follows:
 - 40 parking bays for staff members – The threshold is 50% within the proposed building. The remainder of the parking can be sought in adjacent buildings.
 - 10 public/visitors - The parking can be sought in adjacent buildings.

3.2. BUILDING LOCATION

- The building offered should be accessible to with public transport.

3.3. GENERAL BUILDING REQUIREMENTS

- The building must be an existing building (complete built structure).
- The office accommodation should not be below “C grade”, as set out by SAPOA (South African Property Owners Association).
- The proposed office space must be measured according to the latest South African Property Owners Association’s (SAPOA) method for measuring floor areas in commercial buildings.
- Indicate the gross lettable area excluding parking
- A building with a green rating as per GBCSA existing office accommodation certification based on the eligibility criteria and conditional requirements as laid out in the technical manual of GBCSA would be advantageous
- The building must preferably be on the ground floor or make provision for passenger’s lifts.
- Ablution facilities for staff members and those for visitors, including facilities for the physically disabled must be available in the offices to be rented as per SANS 10400-S:2011 Part S: Facilities for persons with disabilities, Clause 4.12.
- The building must provide lighting as per SANS 10400-T:2011 Part T: Lighting and Ventilation.
- The building must be fully air-conditioned and ventilated as per SANS 10400-T:2011 Part T: Lighting and Ventilation.
- The building must be OHS compliant as listed in Occupational Health and Safety Act No. 85 of 2014 and must have existing fire detection and prevention services and an emergency evacuation process must be in place by occupation date
- Uninterrupted power supply (UPS) must be provided for lighting and computer equipment, generator power supply must be provided in the event of power failure for the entire building.

- The space(s) on offer must have its/their own electric distribution board(s)
- Building insurance must be the responsibility of the landlord.
- Electrical, Fire, Lifts, Occupancy and all other statutory required certificates of compliance must be in place by occupation date.

3.4. ACCESSIBILITY REQUIREMENTS

- The building should allow for entrance / exit to and from the building by staff, clients and service providers as per SANS 10400-S: 2011 Part S.
- The building must offer compatibility with the security measures as envisaged by the Metro Police and the ICT departments as per Annexure D
- The building should be able and compatible with the installation of items such as CCTV cameras, access control at all entrances, electronic doors, security scanners and branding.
- The building should have access for people with special needs/ disability as per SANS 10400-S:2011 Part S: Facilities for persons with disabilities.
- Exterior and shop fronts signage and branding must be allowable

3.5. PARKING REQUIREMENTS

- Minimum secure on-site parking which will cater for physically disabled people, must be available in accordance with SANS 10400-S:2011 Part S: Facilities for persons with disabilities and municipal by-laws. Confirmation of which should be included in the proposal.
- Parking is provided in basement, shaded and open areas and is charged at a rate per bay per month, escalating in line with rentals. Different rates will be applicable for covered, open, shaded or basement parking bays.
- Parking space offered for employees and/or council vehicles must be demarcated and clearly marked and should preferably be within the facility.
- Parking for visitors must be made available at their own cost and can be sought in adjacent buildings
- CoT should be given right of first refusal to any additional parking that becomes available to the landlord during the course of occupation.

3.6. SERVICES REQUIREMENTS

- The bidder shall provide hard and soft maintenance services including;
 - Internal and external building maintenance by the landlord including all mechanical, electrical, sanitary and fire equipment as per SLS in Annexure D; and Occupational, Health and Safety Control as per annexure C (Referred to in this document as “maintenance”)
 - Security and Access point management (Referred in this document as “security”)
 - Security guards must be provided in entrance area, parking area and outside perimeter of the building, as a minimum standard.

- Cleaning, Fumigation and Pest Control (Referred in this document as “cleaning”)
- The landlord shall maintain all the current building and any future tenant installations in the building.
- The standards for service requirements are listed in Annexure D. The bidder should sign the documents and submit together with this document.
- A Help Desk Service must be provided for tenant queries and performance tracking of service providers as per SLS in Annexure D.

3.7. TENANT INSTALLATION ALLOWANCE

- The building shall allow for any future installations as required by the tenant in line with the acceptable standards and permission of the building.
- The tenant installation will be managed by the landlord using contractors and/or consultants and/or sub-contractors, approved to carry out the specific work.
- The table below indicates the special requirements:

	Item Description
1	70% Open plan and 30% closed offices
2	Meeting Rooms
3	Storage and Archiving Space
4	Workshop Space
5	Sufficient Kitchen space (minimum as prescribed by regulation)
6	Sufficient male, female and disabled persons ablutions (minimum as prescribed by regulation)
7	Foyer, reception and waiting areas
8	Paintwork (as per City of Tshwane branding requirements)
9	Mechanical Work including Air conditioning
10	Secured windows with blinds
11	Bathroom Fittings and wall tiling
12	Plumbing and drainage installations and alterations
13	Electrical Installations including Lighting, Electrical plugs and backup power
14	Partitioning and doors
15	Secured glass main entrance door
16	Flooring
17	Ceilings
18	Preliminary Costs
19	Professional fees
20	Parking signage
21	Building signage
22	Standard Security Features

- The building should make allowance for ICT related installations, including plug points.

- All items shall be off standard quality to avoid unnecessary regular repair and maintenance; and OHS non-compliance.
- Additions and alterations as a result of fittings, will form part of the tenant installation allowance.
- The potential landlord shall provide a fixed reasonable rent-free period for tenant installation, rental shall be payable by the City from date of occupation.
- It is the responsibility of both parties to sign off tenant installations and keep records.
- The landlord/bidder shall use its own agent/s and/or contractor/s to conduct the tenant installation, according to the tenant's reasonable specifications, at the landlord's own cost.
- Layout plans will be done by the landlord's architect/space planner and must be submitted as part of the bid.
- Space planning should be guided by the Department of Public Works space planning norms and standards for office accommodation used by organs of state (Gazette notice 1665 of 2005)
- The tenant installation shall be certified by the landlord's Quantity Surveyor.
- The landlord will be fully responsible for tenant installation costs.

3.8. PROJECT PLAN

A project plan indicating date of award until date of occupation which is guided by the information below, must be submitted as part of the bid.

Milestones

The project should include, but are not limited to the following milestones

1. Award (Appointment letter from the CoT)
2. Signed Lease Agreement
3. Fit Out/Construction
4. Statutory Certificates
5. Date of occupation

Project Timeline

The bidder is required to complete the above milestones based on the GLA and timeline illustrated in the table below:

GLA	Project Timeline
100m ² - 500 m ²	3 months
501 m ² - 2500 m ²	4 months
2501 m ² - 5000 m ²	5 months
5001 m ² - 10 000 m ²	6 months
Over 10 000 m ²	7 months

- The landlord/bidder shall attain a valid occupancy certificate before the building can be occupied by the City.

3.1. LEASE REQUIREMENTS

- The lease offered must be for 3 years.
- All standards mentioned in this document will form part of the lease agreement.
- The lease offered must provide the CoT with right of first refusal of additional space / lease renewal.
- The lease to buy options will be considered and must be made explicit in the submission.
- The lease offered must provide a termination option.

4. DELIVERABLES

The successful bidder must submit a proposal including all the annexure below

Annexures forming part of this request for proposal document. These annexures must form part of the submission. The annexures must be clearly referenced with fully completed.

- | | |
|---------------------------------------|--------------|
| 1) Information Sheet | - Annexure A |
| 2) Pricing Schedule | - Annexure B |
| 3) Minimum OHS Requirements | - Annexure C |
| 4) Service Level Specification | - Annexure D |
| 5) Site Visit Checklist | - Annexure E |

The appointment would be for a period of not exceeding 36 months.

5. STAGES OF EVALUATION

The following tender will be evaluated using 5 stages of evaluation

Stage 1: Administrative compliance
 Stage 2: Mandatory Requirements
 Stage 3: Functionality Criteria
 Stage 4: Site Inspection
 Stage 5: Preferential Point System

5.1. STAGE 1: ADMINISTRATIVE COMPLIANCE

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

5.2. STAGE 2: MANDATORY REQUIREMENTS

The following mandatory requirements will apply to this bid:

- Confirmation of ownership in the form of a title deed or windeed report.
 - Where the owner of the property is represented by a property agent, the confirmation of ownership must be accompanied by a letter permitting the agent to act as the landlord on behalf of the owner.
- Geographic Information System (GIS) Location Map indicating the building location with Erf and physical address tags.
 - Refer to point 3.1 of the document and the points below
 - The erf description on the location map should be the same as on the title deed or windeed report.
- Certificate confirming the building GLA and parking available. The available GLA (office space excluding parking), should be as follows:
 - GLA excluding parking: $\pm 1000\text{m}^2$
 - The certificate must be signed by a registered architect/engineer.

*Refer to 3.1 of this document

5.1. STAGE 3: FUNCTIONALITY CRITERIA

The following functionality criteria will apply to this bid:

Only bidders who score a minimum score of 70 points in respect of the following functionality criteria will be recommended for shortlisting. A total of 100 points are allocated for functionality.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Local Economic Participation (Location of Business) Submit copies of municipal accounts for the business.	City of Tshwane	3	5	15
	Gauteng	2		
	Outside Gauteng	1		
Parking Requirements Submit parking layout plan confirming the number of parking bays in facility and declaration committing that: - the parking will cater for the physically disabled by date of occupation - the parking will be secured by date of occupation	(Refer to number of staff parking bays per building in point 3.1)			30
	100% staff parking bays within facility	5	6	
	90%-99% staff parking bays within facility			
	1%-10% staff parking bays in adjacent buildings	3		
	80%-89% staff parking bays within facility			

Parking location: (Refer to point 3.1 of the document) • Parking for staff within the facility is an advantage. Threshold of 50% in adjacent buildings • Parking for visitors may be offered in adjacent building/s and this should be stated in the bid	11%-20% staff parking bays in adjacent buildings 50% - 79% staff parking bays within facility 21% - 50% staff parking bays in adjacent buildings	2 1		
Proposed 3D design office layout with and bill of quantities indicating the tenant installation allowance. • The layout must be certified by architect • The bill of quantities must be certified by quantity surveyor	Two certified documents (office layout and bill of quantities) which are in line with CoT specification and tenant installation allowance One certified document (office layout or bill of quantities) which are in line with CoT specification and tenant installation allowance	5 3	6	30

The CoT reserves the right to change the layout within the given allowance	Uncertified document/s which are in line with CoT specification and tenant installation allowance Documents not in line with CoT specification	2		
Capability and experience required to provide turnkey office accommodation services Your response must demonstrate experience in providing a full turnkey office accommodation solution including cleaning and maintenance services. Proof in a form of a reference letter/s from previous clients confirming the services offered by the service provider appointed by the client(s).	Four letters or more Three Letters Two Letters One Letter	5 4 3 2	5	25

This should be clearly stated in the information sheet.				
Total				100

5.4 STAGE 4: SITE INSPECTION

This stage entails conducting of a site visits and evaluations as part of the technical evaluation, failure by any prospective bidder to reach a satisfactory level in the criteria as depicted in Annexure E (SITE VISIT) of this document will result in immediate disqualification

5.5 STAGE 5: PREFERENTIAL POINT SYSTEM

Preferential points to be used will be the 80/20

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

6. TYPE OF AGREEMENT REQUIRED

The successful bidder will be required to sign a lease agreement prior to execution of work and the leasing of the building.

7. VALIDITY PERIOD

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

8. PRICING SCHEDULE

Annexure B

9. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. On confirmation by the bidder, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and

listing on the database of restricted suppliers. The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second A site visit to the building should be conducted before the award

ANNEXURE A

INFORMATION SHEET

(For information purposes only)

Item	Description <i>(To be completed by Bidder)</i>
The Name of the Building	
Building Erf Description/s	
Building Physical Address	
Grading of the Building as per SAPOA grading (Attach proof of grading from SAPOA)	

Building Description (I.e. single/multistory, number of floors)	
For Multistory Buildings: Availability of lifts (Yes/No)	
The Size of the building with Gross Lettable Area and parking (confirmation letter signed by a registered architect/engineer is required)	
Number of Parking bays offered: • Staff parking Bays • Visitors Parking Bays	
Indicate the total Tenant Installation Allowance	
GIS Location of the building (Attach Map)	
Attach Project Plan	
Attach pictures of the building as part of this document	

*Annexures must be completed in full

*All pages and annexures A to D of the bid document must be completed and signed.

ANNEXURE B: PRICING SCHEDULE

PRICE SCHEDULE: Turnkey Lease/Rental Costs

*To be completed by bidder

Evaluation of the above schedule will be done according to the rate per m²

Description	Area/Item (GLA/m ² /No. of bays)	Rand rate per m ²	Price – per month
1. OFFICE SPACE RENTAL			
2. WORKSHOP/STORAGE/WAREHOUSING SPACE RENTAL			
3. TOTAL OPERATING COSTS			
3.1. Maintenance			
3.2. Security (24 hours every day, including weekends and public holidays)			
3.3. Cleaning			
3.4. Rates & Taxes			
4. PARKING RENTAL PER MONTH			
TOTAL COST EXCL. VAT			
VAT			

TOTAL COST INCL. VAT			
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The annual rental escalation shall be determined by the CoT in accordance with the CPI during the time of notification. The landlord will be notified at least 30 calendar days before anniversary date of year 2 and of year 3 of the lease agreement period.

ANNEXURE C

MINIMUM OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

*To be completed by bidder

I in my capacity as
representing..... (landlord)
hereby agree in terms of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993) that I am an employer in own right and hereby take upon myself the duty to ensure that myself and my employees will adhere to the requirements as set out below and all other requirements as set out in the Occupational Health and Safety Act 1993 and its regulations.

1. INTRODUCTION

- 1.1. The Municipality requires a high standard of safe work performance from all employees and expects that the standard be maintained by the contractor within the Municipality's jurisdictional area or on its premises.
- 1.2. Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the contractor in rendering services or indemnify the contractor from any legal responsibility to ensure healthy and safe work circumstances.
- 1.3. The Municipality shall assist the contractor in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules

2. LOCK OUT PROCEDURE

- 2.1. When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 2.2. Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

3. CRANES, VEHICLES AND HOISTING

3.1. For each crane or hoisting equipment used, the contractor must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the Municipality.

3.2. Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane

or vehicle. No employee of the contractor may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

An agreement was concluded with the Municipality.

Approval has been obtained from the Municipality to perform the work.

All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation

4. MACHINE VALANCES, PROTECTION AND FENCING

4.1. No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of Municipality if applicable exemption procedures were not appropriated.

5. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

5.1. No equipment or appliance belonging to Municipality may be used without written permission from the Municipality.

5.2. Unless prior arranged, contractors must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the contractor with respect to loss, damage and theft.

6. EXCAVATIONS

- 6.1. Before any excavations commence, the contractor must obtain information with regard to all existing services. The Municipality does not guarantee the accurateness of the information supplied.
- 6.2. All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 6.3. The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily
- 6.4. If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and Municipality for approval.
- 6.5. Written permission must be obtained from Municipality to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present
- 6.6. That all excavations be done in accordance with the stipulations of the Occupational Health and Safety Act

7. FIRST AID

- 7.1. The contractor must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations
 - SA Red Cross Association
 - St John's Ambulance
 - SA First Aid League; or
 - A person or organization approved by the Chief inspector for this purpose
- 7.2. A visible evacuation plan notice must be put up on any work premises with the name of the person responsible for first aid and important contact details of all emergency numbers.

8. FLAMMABLE LIQUIDS

- 8.1. The contractor shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The contractor's employees must be informed of Municipality's fire prevention measures and evacuation procedures.

9. INCIDENT REPORTING

- 9.1. All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the contractor, to the Department of Labour, as well as to the Municipality and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to Capital Park Power Management at tel no. 012-324 3495 or 012-339 9027 and Piet Delport Centre at 012-427 7111. The Municipality shall further be provided with a written report relating to any incident.
- 9.2. The Municipality will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the contractor and/or his employees and/or his subcontractors.
- 9.3. The contractor undertakes to report to the Municipality anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.
- 9.4. The contractor undertakes to immediately report all injuries on duty sustained by the employees of the contractor to the Municipal Contract manager.

10. LIAISON AND SUPERVISION

- 10.1. The contractor hereby undertakes to report on a regular basis, not exceeding a period of one (1) week in the instances of long term contracts, to the Municipal

Contract Manager regarding any hazards or incidents that may be identified or encountered during the performance of the principal contract.

11. SERVICE INTERRUPTION

- 11.1. Should any work done by the contractor cause a possible interruption, written permission must be obtained from the Municipality, before such work commences. The contractor may not switch on or off any service without written permission from the Municipality.

12. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 12.1. The contractor shall ensure that he and his employees comply with the official policy of the Municipality at all times.

13. GENERAL CONDITION

- 13.1. Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the Contractor shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with

14. CONTRACTOR IDENTIFICATION BOARD

- 14.1. The contractor shall provide on any work premises a temporary identification board at all worksites containing the following information
- Company name
 - On behalf of which division/department the work is being done
 - The contact number and name of the person representing the contractor
 - The contact number and name of the person representing Municipality

14.2. The specifications of the identification board shall be as follows:

- Size: 900mm x 900mm
- Material: The board must be constructed of aluminium or similar strength material.
- Letter size: Letters must be at least 70mm in height.
- The identification board must be displayed in a conspicuous manner at the worksite of the contractor for the duration of the work performed

ANNEXURE D

SERVICES LEVEL SPECIFICATION

Statement of Service Objective:

To provide accommodation in accordance with the minimum requirements of the Law and good industry practice.

Background information:

Failure to ensure compliance with the Law will lead to an Availability Event. Requests to be logged via the Service Desk.

Definitions and Abbreviations:

Asset Replacement	The replacement of any Assets.
Asset Survey	Any survey requested by CoT in respect of any aspect of the Assets.
Assets	The Building Fabric, Building Finishes, FF&E in respect of which the Landlord shall provide the Maintenance Services.
Building Finishes	The internal wall and floor coverings, aspects of the internal finishes or fair finished elements (e.g. ceiling tiles) and external wall coverings constructed or applied by the Landlord.
Core Hours	Core Hours are from 08h00 to 17h00, Mondays to Fridays.
CoT	City of Tshwane – the occupant / user of the facility.
Critical Systems	Emergency lighting, telephone, radio communication, ICT, access control security and CCTV systems.

Emergency Call Event	Means an event that could affect the safety of people at CoT or the integrity of the Facilities or its current or future functionality.
Facilities	Encompasses the entire building area, external grounds and perimeter walling/fencing of the CoT facility.
Failure	Any event not rectified within the applicable notification period.
Good Industry Practice	Applying, in relation to the manner in which the services are rendered, the standards practices, methods and procedures conforming to applicable Law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances, irrespective of whether or not it is conducted.
MSDS	Material Safety Data Sheets.
Non-Core Hours	17h00 - 08h00 weekdays Mondays to Fridays, weekends and Public Holidays.
OEM	Original Equipment Manufacturer.
OHS Act	Occupational Health and Safety Act No. 85 of 1993.
Permit to work	Means a formal written statement of work to be done, safety precautions to be taken, and confirmation that associated risks and hazards have been identified.
PPE	Personal Protective Equipment.
PPM	Planned Preventative Maintenance.
RCD	Rental Commencement Date.
SP	Service Provider.
SP Staff	Staff or sub-contractors provided by the Landlord.
Weeks	Include weekends and public holidays.

Term	Abbreviation	Explanation
Temporary Rectification Period	Temp	Temporary Rectification can have 3 solutions: Action taken, and problem resolved – Job Card closed. Situation made safe – move on to Permanent Rectification Situation made safe – work around solution implemented and move on to Permanent solution
Permanent Rectification Period	Perm	
Mutually Agree Date	MAD	

Priority Level	Temp Repair	Priority Level	Perm Repair
Emergency (TE)	30 mins	Emergency (E)	2 hrs
Critical (TC)	1 hr	Critical (C)	4 hrs
High (TH)	8 hrs	High (H)	2 days
Medium (TM)	12 hrs	Medium (M)	3 days
Low (TL)	24 hrs	Low (L)	4 days

1. SERVICE LEVEL SPECIFICATION – ACCOMMODATION PROVISION

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
1.	Compliance with the Law	The Landlord shall ensure that the aspects of the Facilities for which it is responsible in terms of the rental agreement comply with the Law.	No failure of Facilities in whole or in part to achieve compliance with the Law.	H	8 hrs	2 days	All	Availability	Special note must be taken of health, safety and environmental legislation and conditions applicable from the approval of plans and certification of the facility by City of Tshwane.
2.	Disabled Access	Access to and within the Facilities must be available to disabled persons.	No failure for the Facilities to be available to disabled persons.	H	N/A	2 days	All	Availability	
3.	Building Insurance: Building	The Landlord shall ensure that they provide proof of building insurance on an annual basis.	No failure for the Facilities not to have the applicable insurance in place.	H	N/A	2 days	All	Availability	
a.	Building Insurance: Content of		No failure for the Facilities not to have the applicable insurance in place regarding the content.	H	N/A	2 days	All	Availability	

	Building								
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2. SERVICE LEVEL SPECIFICATION – CLEANING, HYGIENE AND DEEP CLEANING

***The Landlord must allocate supply at least one (1) full time cleaner per 2000m² of GLA.**

***For facilities accommodating the following departments, the landlord must allocate one (1) full time cleaner per 1500m² of GLA:**

- **Metro Police Department**
- **Community and Social Development – i.e Library**
- **Customer Care**
- **Licensing Department**

No	Major Requirement	Landlord Responsibilities		Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
1.	General Cleaning	Superficial cleaning can be carried out 24 hours per day under security escort.		No failure of the facilities, furniture, fittings, plant and equipment to be dust free.	M	12 hrs	3 days	All	Performance	
1.1.		Normal cleaning can be carried out during core hours.		No failure of the facilities, furniture, fittings, plant and equipment to be dust free.	M	12 hrs	3 days	Core	Performance	

1.2.		The Landlord shall attend to any Major Spillage.		No failure to respond to a Service Request for cleaning up a Major Spillage within 10 minutes of a Service Request being notified to the Service Desk.	M	12 hrs	3 days	Core	Performance	
1.3.		The Landlord shall attend to any Minor Spillage and other routine cleaning requirements during Core Hours.		No failure to complete Minor Spillage clean-up or other routine cleaning requirements to an acceptable standard within 1 hour of a Service Request being notified to the Service Desk.	M	12 hrs	3 days	Core	Performance	All Minor Spillages to be logged via the help desk system. Service desk to enquire the nature of spillage to determine if minor or otherwise.
1.4.		In the event of graffiti inside or outside the buildings at the Facilities, the Landlord must take appropriate measures to ensure that it is removed or obscured from public display.		No failure to remove graffiti from sight temporarily when instance of graffiti is notified to the Service Desk.	M	12 hrs	3 days	Core	Performance	All requests to be logged via the helpdesk system.
1.5.				If graffiti is obscured as initial remedy as contemplated above, then no failure to fully remove the instance of graffiti notified to the Service Desk.	M	12 hrs	3 days			

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary	Permanent	Hours	Standard	Additional Information
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					Rectification Period	Rectification Period			
1.6.		Deep cleaning must be done outside of CoT's Core Hours.	No failure for toilet facilities to be free of staining.	M	12 hrs	3 days	Non-core	Performance	
2.	Hard floor cleaning	The Landlord shall ensure that all hard floor coverings including edges and skirtings within the Facilities are cleaned.	No failure to clean hard floors in a manner and frequency which avoids the accumulation of ingrained/impacted dirt, particularly in crevices, corners and edging.	M	12 hrs	3 days	Core	Performance	
			No failure to clean hard floors in a manner and frequency which avoids • any accumulation of slurry, soap or residues from cleaning agents; • any slippery floor surfaces after cleaning is completed; • visible powdering discoloration, chemical build up and scuffing.	M	12 hrs	3 days	Core	Performance	
			No misuse of cleaning agents, or inappropriate use of cleaning agents or use of inappropriate cleaning agents.	M	12 hrs	3 days	Core	Performance	
			No failure to clean hard floors in a manner and frequency which avoids the accumulation of dirt or debris under desks or around edges of furniture,	M	12 hrs	3 days	Core	Performance	

			corners and other areas difficult to access.						
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No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
3.	Soft floor coverings	The Landlord shall ensure that all soft floor coverings within the buildings at the Facilities including edges and skirting shall be cleaned. Carpeted areas to be identified as: • High traffic • Medium traffic • Low traffic Carpet cleaning frequencies to be developed for each density.	No failure to clean soft floors in a manner and frequency which avoids the accumulation of ingrained/ impacted dirt, particularly in crevices corners and edging.	M	12 hrs	3 days	Non-core	Performance	Should be conducted under the supervision of Security. Spot Cleaning to be conducted as part of General Cleaning daily.
			No failure to clean soft floors in a manner and frequency which avoids removable stains and deposits being evident on such floors.	M	12 hrs	3 days	Non-core	Performance	
			No failure to clean soft floors in a manner and frequency which avoids the accumulation of dirt or debris under desks, or around edges of furniture, corners and other areas difficult to access.	M	12 hrs	3 days	Non-core	Performance	

4.	Slip resistant floors	The Landlord shall ensure that floor surfaces which have a slip resistant property shall remain slip resistant, when there is dampness or water spillage.	No failure to ensure that any floor surface which has a slip resistant property remains slip resistant as per specifications.	M	12 hrs	3 days	Core	Performance	
5.	Entry matting	The Landlord shall ensure that entry matting is cleaned on both sides and that floor areas under such matting is cleaned.	No failure to clean entry matting in a manner and frequency which ensures that either side of entrymatting or the floor areas beneath the entry matting are kept reasonably free of ingrained dust, debris and soiling.	M	12 hrs	3 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
6.	Stairs	The Landlord shall clean all stairs within the Facilities (including treads, risers, nosing banisters, balustrades, handrails, ledges and guards).	No failure to clean the stairs within the Facilities in a manner and frequency which keep such stairs free from dust, debris, removable fresh stains and fresh removable spillages.	M	12 hrs	3 days	Core	Performance	
7.	Internal glass and mirrors	The Landlord shall clean all glass/mirrors (including inside side of external windows) at the Facilities.	No failure to clean the internal windows at the facility in a manner and frequency to keep such windows free from dust, staining, heavy finger marks or streaking and smears.	M	12 hrs	3 days	Core	Performance	

			No failure to clean internal windows in a manner and frequency which avoids the build-up of ingrained dirt in corner areas.	M	12 hrs	3 days	Core	Performance	
8.	Paint-work, walls and doors	The Landlord shall clean all paint-work, walls and doors, including framework at the Facilities.	No failure to clean all walls and doors at the Facilities in a manner and frequency to avoid: • stains, accumulation of dirt and debris particularly on edging and in corners; • cobwebs, watermarks and tidemarks.	M	12 hrs	3 days	Core	Performance	
9.	Ceilings	The Landlord shall clean all ceiling surfaces at the Facilities.	No failure to clean any ceilings which are visible from office or public areas in a manner and frequency to avoid visible cobwebs and/ or alien debris.	M	12 hrs	3 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
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10.	FF&E including architectural ironmongery	The Landlord shall clean all FF&E including architectural ironmongery and artwork at the Facilities.	No failure to clean all FF&E including architectural ironmongery at the Facilities in a manner and frequency which: • remove dust and ingrained dirt; • avoid the build-up of accumulated grime, dirt deposits or chemicals; • avoid stains resulting from the cleaning processes • avoid streak marks and smears	M	12 hrs	3 days	Core	Performance	
			No misuse of appropriate cleaning agents, or inappropriate use of cleaning agents, or use of inappropriate cleaning agents relating to the cleaning of FF&E including architectural ironmongery and artworks.	M	12 hrs	3 days	Core	Performance	
10.1.		The Landlord shall clean all sinks, wash/hand basins, surfaces and the visible service pipe work, splash backs, taps, chains and plugs at the Facilities.	No failure to clean all sinks, wash/hand basins, surfaces and the visible service pipe work, splash backs, taps, chains and plugs at the Facilities in a manner and frequency which avoids soiling and the occurrence of detergent marks or watermarks.	M	12 hrs	3 days	Core	Performance	

10.2.		The Landlord shall clean the underside and inside of all desks, tables, chairs in office areas and public areas at the Facilities.	No failure to clean the undersides or inside of desks, tables, chairs in office areas and public areas in a manner which: removes dust, ingrained dirt or heavy build-up of	M	12 hrs	3 days	Core	Performance	
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No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
			dust and grime particularly in corner areas; - removes chewing gum deposits; - avoids streak marks and, smears.						
10.3.		The Landlord shall clean the top of all desks, tables and chairs in office areas and public areas at the Facilities.	No failure to clean desks, tables and chairs in office areas and public areas in a manner which: - removes chewing gum deposits; - avoids streak marks and, smears.	M	12 hrs	3 days	Core	Performance	

11.	Blinds	The Landlord shall clean all blinds at the Facilities appropriately to prevent avoidable damage.	No failure to clean all blinds at the Facilities in a manner and frequency which avoid: • the visible build-up of dust; • stains resulting from the cleaning processes.	M	12 hrs	3 days	Core	Performance	
12.	Waste receptacles	The Landlord shall empty and clean all waste receptacles at the Facilities.	No failure to empty waste receptacles at the Facilities in a manner and frequency which reasonably avoids the occurrence of overflowing receptacles.	M	12 hrs	3 days	Core	Performance	
			No failure to prevent the waste receptacles at the Facilities from becoming foul smelling and/or heavily soiled.	M	12 hrs	3 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
13.	Shelves, glass displays, bookcases and cupboard interiors	The Landlord shall clean all shelves, glass displays, bookcases and cupboard interiors at the Facilities.	No failure to clean shelves, glass displays, bookcases and cupboard interiors when required in a manner which: • removes dust, ingrained dirt or heavy build-up of dust and grime particularly in corner areas. -, • avoids streak marks and, smears.	M	12 hrs	3 days	Core	Performance	

14.	High Level Internal Ledges and Surfaces	The Landlord shall clean all high-level internal ledges and surfaces.	No failure to clean all high-level internal ledges and surfaces when required in a manner which: • removes visible dust, visible ingrained dirt or heavy build-up of dust and grime • avoids streak marks and, smears	M	12 hrs	3 days	Core	Performance	
15.	Light fittings, reflectors and diffusers	The Landlord shall clean all light fittings, reflectors and diffusers at the Facilities.	No failure to clean light fittings, reflectors and diffusers in a manner and frequency which: • removes dust, visible ingrained dirt or heavy buildup of dust and grime • avoids streak marks, stains and, smears	M	12 hrs	3 days	Core	Performance	
16.	HYGIENE SERVICES: Chemical Deep Cleaning	The Landlord shall clean all toilet areas, tea areas and kitchen floors and walls at the Facilities.	No failure to clean the toilet facilities in a manner and frequency which avoids any persistent complaints regarding unpleasant odours within the toilet facilities.	L	24 hrs	4 days	Non-core	Performance	Chemical Deep cleaning must be done every 3 months.

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
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			No failure to clean all toilets, washbasins, urinals, showers, kitchen sinks and kitchen drains within the Facilities in a manner and frequency which: • avoids the occurrence of stains, ingrained dirt or heavy buildup of lime scale, dry germ; and/or • avoids streak marks and smears	L	24 hrs	4 days	Non-core	Performance	
17.	HYGIENE SERVICES: Toilet services	The Landlord shall provide a constant supply of consumables within the toilet facilities at the Facilities including the following: • Toilet paper • Hand towels • Soap • Odouriser refills.	No failure to replenish consumables within the toilet facilities in a manner and frequency which ensures the availability of consumables at the point of use.	C	1 hr	4 hrs	Core	Performance	
18.	External Window cleaning	The Landlord shall clean the outside of all window glass and frames at the Facilities at least once every 6 months.	No failure to clean the external windows as part of the 6-monthly cleaning task in a manner which will leave the windows (including frames) free of visible dirt and smears (at the conclusions of each cleaning cycle).	L	24 hrs	4 days	Core	Performance	
19.	External cleaning	The Landlord shall implement a programme of litter collection at the Facilities to ensure that there is no accumulation of litter within the grounds at the Facilities.	No failure to collect litter, which avoids the accumulation of litter in the grounds of the Facilities.	L	24 hrs	4 days	Core	Performance	
19.1.		The Landlord shall provide, clean and empty waste receptacles within the grounds of the Facilities.	No failure to empty waste receptacles to avoid any overflowing receptacles.	L	24 hrs	4 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
			No failure to clean a waste receptacle in a manner and frequency which prevents such waste receptacle from becoming foul smelling and/or heavily soiled.	L	24 hrs	4 days	Core	Performance	
19.2.		The Landlord shall provide and maintain cigarette disposal facilities as appropriate at entrance points into the buildings at the Facilities and will empty and clean such facilities regularly.	No failure to provide cigarette disposal facilities at entrance points to the Facilities.	L	24 hrs	4 days	Core	Performance	
			No failure to empty the cigarette disposal facilities to avoid any overflowing receptacles.	L	24 hrs	4 days	Core	Performance	
			No failure to clean a cigarette disposal facility in a manner and frequency which avoids such facility from becoming foul smelling and/or heavily soiled.	L	24 hrs	4 days	Core	Performance	
19.3.		The Landlord shall implement a programme of cleaning of roads, car parking and pedestrian areas at the Facilities.	No failure to prevent the accumulation of dirt in the roads and pathways at the Facilities.	L	24 hrs	4 days	Core	Performance	
			No failure to regularly restore the roads and pathways at the Facilities to a condition free of silt and other matter.	L	24 hrs	4 days	Core	Performance	

19.4.		The Landlord shall ensure that the external fabric of the buildings at the Facilities are cleaned at least every 6 months.	No failure to regularly restore the building externals to a condition free of dirt and marks and stains.	L	24 hrs	4 days	Core	Performance	
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3. SERVICE LEVEL SPECIFICATION – BUILDING AND FACILITIES ASSETS MAINTENANCE

Statement of Service Objective:

The provision of:

1. Building Maintenance
2. Management and maintenance of the Facilities assets.
 - 2.1. Preventative and Reactive Maintenance and to implement Asset Replacement and Building Finishes Redecoration as per the rental agreement.
3. Management of energy and utility supply
 - 3.1. To provide a supply of mains water and electricity as required to ensure continued operations of CoT at the Facilities.
 - 3.2. To provide for the removal from the facilities of all effluents including, but not limited to sewage and storm water run-off.
 - 3.3. To carry out appropriate risk assessments for the safe removal of effluents in accordance with the Law.

Background information:

The nature and extent of the Maintenance Services must ensure that the operations within the Facilities can continue. The nature and extent of maintenance is at the discretion of the Landlord unless governed by Law.

Requests to be logged via the Service Desk.

This SLS is only to the facilities where the various types of equipment are available and forms part of the rental agreement.

General Information:

General requirements relating to the maintenance of the Assets:

1. The Landlord will maintain the Assets in accordance with the following requirements at all times during the rental term.

- In full compliance with the Law relating to any building element of the Facilities.
- To meet CoT Operational Requirements.
- To maintain a safe environment at the Facilities for occupation by CoT's Employees.
- To achieve specified environmental conditions as set out in the rental agreement.
- To maintain firefighting capability in accordance with the Law or as required in terms of the applicable Fire Clearance Certificate and the original Occupation Certificates (where applicable).
- Maintenance will be undertaken in a manner which prevents deterioration of the Facilities.
- Preventative and Cyclical Maintenance: The Landlord will adopt a proactive approach to Preventative Maintenance.
- Quality of materials and personnel: The Maintenance Services will be carried out by appropriately qualified and/or skilled personnel and in accordance with any relevant codes of practice or Law using proper materials of suitable and sufficient quality (in accordance with the South African Bureau of Standards or other equivalent standard) and not using any deleterious materials.

- Preventative and Cyclical Maintenance: Reactive Maintenance: The Landlord shall provide the Reactive Maintenance to achieve compliance with the applicable standards contained in the rental agreement.

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
4.	Facilities Management	The Landlord to ensure efficient and effective management and monitoring of appointed Service Providers (SP) in accordance with rental agreement.	No failure to comply.	L	N/A	4 days	Core	Performance	
5.	Statutory/ Legislative Compliance	The Landlord will maintain the assets and provide maintenance services in compliance with legislation and good industry practice.	No failure to maintain the asset and provide maintenance services in according to legislation.	H	8 hrs	2 days	Core	Availability	Acts, codes, regulations and legislation are in the public domain and it is the Landlord's responsibility to comply e.g. OHS Act, National Environmental Management Act, National Building Regulation local bylaws and SANS Standards.

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
									Any changes to legislation of a general nature will not be an excusing clause and any changes to legislation specific to this contract may be subject to a variation.
6.	OEM Materials and Process	Maintain records of all tests or inspections carried out. Records to be made available CoT on request.	No failure to keep records pertaining to tests or inspections.	H	8 hrs	2 days	Core	Performance	
			No failure to make records available on request.	L	24 hrs	4 days	Core	Performance	All records are to be provided when requested by CoT.
7.	Emergency Call Event	The Landlord to respond to an Emergency Event. General areas: • Health & Safety • Security system failures • Emergency lighting • Lift Entrapment • Other Legal Criteria relating to the functioning of a particular area of the Facility.	No failure to respond to an Emergency Event.	E	30 mins	2 hrs	All	Availability	Where it is agreed that it is not possible to meet the rectification times, a rectification plan will be tabled and agreed within

									the permanent rectification period.
8.	Contingency Plan	The Landlord to provide a practicable contingency plan in accordance with the rental agreement.	No failure to provide a Contingency Plan.	M	12 hrs	3 days	Core	Performance	Delivery of services must be uninterrupted at all times.
9.	Maintenance Report	The Landlord to provide the maintenance report on a quarterly basis. Reports to contain the following: • All work orders generated. • All values of work orders generated per contractor.	No failure to comply.	L	24 hrs	4 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
10.	Quality Audits	The Landlord to ensure quality audits every 6 months.	No failure to comply.	M	12 hrs	3 days	Core	Performance	
11.	Risk Assessments	The Landlord to provide necessary Risk Assessments as per the Health and Safety regulations on an annual basis.	No failure to provide Risk Assessments on an annual basis.	H	8 hrs	2 days	Core	Performance	
12.	Signage	The Landlord to ensure provision of the necessary signage.	No failure to provide signage as per the CoT requirements.	M	12 hrs	3 days	Core	Performance	

13.	Occupational Health and Safety (HIS) Act	The Landlord to ensure absolute compliance with the OHS Act.	No failure to comply with the OHS Act.	C	1 hr	4 hrs	Core	Performance	
14.	Maintenance Plan	The Landlord shall record all Maintenance Services undertaken in respect of the Assets and Building Finishes: • On-going maintenance • Organisational interface • Security systems • Health and Safety issues. • Utility consumption – payments and optimization. • Maintenance of grounds and gardens. • Operations management. • Quality Plan.	No failure to provide the CoT Representative with access to the recorded information upon request and within a week of request.	M	12 hrs	3 days	Core	Performance	The recorded information shall be made available to CoT within one week upon request.
15.	Technical & Benchmarking Audit								The Landlord to make available all relevant information and access to the facilities.
16.	Electrical Supply	The Landlord shall provide resources and equipment to ensure a constant supply of electricity within the relative facilities' boundaries to acceptable industry standards.	No incidence of failure in any equipment associated with Electrical Supply.	H	8 hrs	2 days	Core	Availability	
17.	Emergency Power	To provide continuous power to identified circuits and to maintain a continuous supply of power to all related equipment and infrastructure.	No failure to provide continuous power to identified equipment.	E	30 mins	2 hrs	All	Availability	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
18.	Emergency Power (Generator)	The Landlord shall be responsible for the maintenance, repair, replacement and certification of fixed generators and the refuelling of bulk diesel tanks (where applicable).	No incidence of failure in any identified equipment associated with Emergency Power (Generator).	C	1 hr	4 hrs	All	Availability	
19.	Diesel	The Landlord to supply and maintain diesel supply system(s).	No failure to deliver a supply to the facilities for a continuous 24hours.	E	30 mins	2 hrs	All	Availability	
20.	Uninterrupted Power System (UPS)	The Landlord will be responsible for the maintenance, repair, replacement and certification of the Uninterrupted Power System(s).	No incidence of failure in any equipment associated with Uninterrupted Power System (UPS)	E	30 mins	2 hrs	All	Availability	
21.	Fire Protection	The Landlord shall provide resources and equipment for the maintenance of the following: • fire extinguishers, • fire hoses, • fire hydrants, • sprinklers and control valves, and • pumps to statutory requirements and acceptable industry standards.	No incidence of failure in any equipment associated with Fire Protection.	M	12 hrs	3 days	Core	Performance	
22.	National Occupational Safety Acts and Registers	The Landlord to ensure registers and safety files are kept up to date and procedures are maintained to a high standard in compliance with Statutory Regulations.	No failure to comply with Statutory Regulations.	M	12 hrs	3 days	Core	Performance	

23.	Maintenance of Water Supply	The Landlord to ensure a constant supply of mains water to the CoT facilities	No occasion of any water supply failure.	E	30 mins	2 hrs	All	Availability	Water supply at identified drinking points to be potable (drinkable) at all times.
24.	Meter Reading (Water and Electricity)	The Landlord will read the meters monthly and include in the monthly report.	No failure to read meters monthly and include consumption data in the monthly report.	L	24 hrs	4 days	Core	Performance	Detailed records of consumption must be taken and collated by the Landlord by means of a shared electronic database or
No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
									any other manner agreed with CoT.
25.	Energy Consumption Management	The Landlord shall support CoT in implementing energy and water saving strategies.	No failures to support the CoT conservation strategy.						

4. SERVICE LEVEL SPECIFICATION - SECURITY SERVICES

N o	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priorit Y Level	Temporary Rectificatio n Period	Permanent Rectificatio n Period	Hour s	Standard	Additional Informatio n
20.	Provision of Personnel	The Landlord to provide the following: • The Security Landlord to be registered with the Security Board. • All security staff have been vetted and cleared. • All security staff have received training and are competent. • The security service is compliant with Security	CoT to provide and manage personnel for internal reception areas.	No failure to comply with Statutory Regulations.	C	1 hr	4 hrs	All	Performanc e	

N o	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priorit Y Level	Temporary Rectificatio n Period	Permanent Rectificatio n Period	Hour s	Standard	Additional Informatio n
		Board industry standards.								
21.	Response times	The Landlord to ensure: • Emergency requests are attended to within 5 minutes. • Routine requests for security services are attended to within service response times. • Planned and schedules service requests are attended to within service response times.	CoT to liaise with the Landlord regarding the security protocols.	No failure to comply and react as per the agreed response times.	C	1 hr	4 hrs	All	Performance	
22.	Site presence	Where applicable, a central security control point is in place and is manned 24 hours a day, 365 days per year.		No failure to comply and provide site presence.	C	1 hr	4 hrs	All	Performance	All on-duty Landlord Security staff to be contactable immediately via radio

										or telephone.
--	--	--	--	--	--	--	--	--	--	------------------

No	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
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23.	Security Duties and Responsibilities	Security services include: • Man guarding • Internal and external patrols • Safe keeping of the CoT's assets • Securing of the CoT's assets against theft and abuse. • Asset removal management • Evacuation drills and procedures management • Incident, accident and investigations management • Access and egress control, reporting of maintenance requirements • Visitor and staff parking management and control • Stop and search management • Emergency / disaster response and	All damage to company property to be reported immediately to the Landlord's Service Desk in accordance with agreed protocols.	No failure to comply and provide security services as per agreed responsibilities.	C	1 hr	4 hrs	All	Performance	
-----	--------------------------------------	--	---	--	---	------	-------	-----	-------------	--

		recovery systems									
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N o	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priorit y Level	Temporary Rectificatio n Period	Permanent Rectificatio n Period	Hour s	Standard	Additional Informatio n
		• Perimeter fence monitoring and maintenance including electric fences. • Monitoring and maintenance of alarm systems.								
24.	Emergency Response	The Landlord to ensure emergency alarm responses are achieved within the emergency response time.	CoT to provide all Emergency Response processes and procedures to the Landlord.	No failure to act to any Emergency situation.	C	1 hr	4 hrs	All	Performanc e	Security staff undertake actions as described in Fire Contingenc y Plans and/or as instructed by CoT's designated Crisis Manager or Fire Officer.

25.	Crime Prevention and Management	The Landlord to ensure that all incidents are recorded in the correct format and quality and kept in accordance with the CoT policy and other legislation.	CoT to notify the Landlord of all incidents.		C	1 hr	4 hrs	All	Performance	Police are summoned immediately in accordance with the CoT's policy.
26.	Control of Keys, locks (general) and access cards.	The Landlord to ensure that all keys to be maintained by the Security Service Provider in a locked key cabinet.	CoT staff will be responsible for all loss of keys and access cards.	No failure to comply with control of all keys, locks (general), and access cards.	H	8 hrs	2 days	All	Performance	

5. SERVICE LEVEL SPECIFICATION - PEST CONTROL SERVICES

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
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27.	Pest Control	The Facilities to be pest free and conform to the following: • All pest control activities that require the use of chemicals/areas to be sealed off from general use must be done in non-core hours. • To conform to OHS Act. • No banned chemicals / pest control methods to be utilised. • Prior authorisation by relevant party in specific area before commencement of activities.	No failure to provide Pest Control services.	M	12 hrs	3 days	Core	Performance	Security escorts to be present when activities performed during non-core hours.
28.	Preventative Pest control	Preventative Pest control measures will be provided by the Landlord in accordance with Legislation and where deemed necessary ensure that the Facilities remains free of Pest infestations. This requirement applies to the infestation by Pests, which can be deemed as preventable as far as is reasonably practicable.	No failure to comply with Legislation.	L	24 hrs	4 days	Core	Performance	Level of provision will be subject to the Landlord assessment of need taking into account, inter alia, building environment, prevailing Pest populations, building utilisation and maintenance provisions.
			No failure to maintain the level of preventative treatment assessed as necessary by the PP or as contained in the Pest Control Methodology.	L	24 hrs	4 days	Core	Performance	
No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporarity	Permanent Rectification Period	Hours	Standard	Additional Information

					Rectificati on Period				
			No occurrence of a preventable Pest infestation.	L	24 hrs	4 days	Core	Performance	
29.	Reactive Pest control	The Landlord will investigate and respond accordingly to every occasion where the Facilities becomes subject to Pest infestation, either identified through self-monitoring or by virtue of a notification to the Service Desk. Action and monitoring will continue until the infestation is eradicated.	No failure to monitor or investigate infestation and implement Pest control measures in Internal Spaces.	M	12 hrs	3 days	Core	Performance	
			No failure to monitor or investigate any Pest infestation and implement Pest control measures in External Spaces.	M	12 hrs	3 days	Core	Performance	

*** THE LANDLORD SHALL COMPLY WITH ALL REGULATION ADJUSTMENTS DURING THE PERIOD OF OCCUPATION.**

ANNEXURE E: SITE VISIT CHECKLIST

	ITEM	DESCRIPTION OF ITEMS TO BE CONFIRMED ON SITE	AS SPECIFIED IN BIDDER'S DOCUMENT	NOT IN ACCORDANCE WITH BIDDER'S DOCUMENT	COMMENTS
1	LOCATION	Location of building			
2	ACCESS	Public transport			
		General entrances			
3	BUILDING	Building structure is on site			
		Available GLA			
		If office space is not on the ground floor, confirm availability of lifts or provision within project timeline			
4	PARKING	Number of on-site parking bays			
		Adjacent buildings where parking will be			

		sought applicable)	(if			
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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GPM 22 2022/23	CLOSING DATE:	14 December 2022 at 10:00	CLOSING TIME:	10:00
DESCRIPTION	Tender for the leasing of turnkey office space in region 5, inclusive of Parking facilities and turnkey office accommodation solution for a period of three (3) years.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Group Property Management
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Koleka Nolutshungu
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 3580
EMAIL ADDRESS	Relebogilem@tshwane.gov.za	EMAIL ADDRESS	kolekan@tshwane.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐
- 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐
- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO ☐
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder	Bid number
Closing Time	Closing Date

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

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

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

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

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

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

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

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

.....

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

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

2.2 If yes, provide particulars.

.....

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

3.1 If yes, furnish particulars

.....

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

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated **to not exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

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

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1. If yes, indicate:

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

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE

ADDRESS:
.....
.....

MBD 7.2

CONTRACT FORM: RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GPM 22 2022/23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GPM 22 2022/23**

**TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF
PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF THREE
(3) years.**

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

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

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

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

Signature	Date
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Position	Name of Bidder
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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

1. Application

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

3. General

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

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

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

9. Packing

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

10. Delivery and documents

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

Js General Conditions of Contract (revised July 2010)

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

Registration number: _____

Doc2 Version 1 3 March 2017

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by **Ms Mmaseabata Mutlaneng** in his/her capacity as **acting City Manager** duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

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

AND

Registration number: _____

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

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

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ANNEXURE A: BOARD RESOLUTION

ANNEXURE B: SCOPE OF WORK AND DELIVERABLES

ANNEXURE C: PAYMENT TERMS

RECORDAL:

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

AND WHEREAS the City wishes to appoint the service provider;

AND WHEREAS the service provider wishes to provide such services;

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

NOW THEREFORE, the parties have agreed to enter into this agreement, in terms of which the service provider shall provide the services in the service areas and/or delivery area, and provide maintenance and support thereof to the City in accordance with the terms and subject to the conditions of this agreement.

1. DEFINITIONS

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

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

their obligations under this agreement, owned in whole or in part by, or licenced to either party before the commencement date or developed after the commencement date, and includes all further additions and improvements to the intellectual property, otherwise pursuant to this agreement;

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

2. INTERPRETATION

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

- 2.3 The expiry or termination of this agreement shall not affect provisions of this agreement, which expressly provide that they will operate after any such expiry or termination of this agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this agreement, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the signature date and as amended or re-enacted from time to time.
- 2.7 If any provision in a definition is a substantive provision that confers any rights or imposing any obligations on any party, then, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

3. APPOINTMENT

The City hereby appoints the service provider, who accepts such appointment, to provide the services in accordance with the terms and subject to the conditions of this agreement.

4. PURPOSE OF THE AGREEMENT

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

5. RELATIONSHIP

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

6. DURATION

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

7. CONTACT PERSON

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the services.
- 7.4 Either party may substitute a contact person at its discretion, provided that each party shall give the other party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 7.5 Without derogating from the foregoing, should either party replace a contact person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the incumbent contact person.

8. SCOPE OF GENERAL SERVICES

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

9. PRICE AND PAYMENT

- 9.1 The City shall pay to the service provider the contract price in the sum of R_____ (_____ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon from time to time, upon receipt of valid and undisputed tax invoices and month-end statements together with the supporting documentation from the service provider, once the undisputed tax invoices or such portion of the tax invoices which are undisputed become due and payable.
- 9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

- 9.4 Unless otherwise provided in the schedules, valid tax invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the service provider's statement together with the relevant valid and undisputed tax invoice(s) and supporting documentation, but in any event no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 The City shall pay the amount reflected on a tax invoice once the City's contact person has verified that the services set out in a schedule have been rendered and the tax invoice amount has been approved by the City.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 All payments shall be transferred by the City to the service provider electronically into the service provider's bank account, the details of which are as follows:
- Bank: _____
Account type: _____
Account number: _____
Branch number: _____
- 9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the service provider to the City. The City shall not be liable for any costs or damages suffered by the service provider as a result of such late payment.

10. PRICE RESTRUCTURING

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

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

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

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

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

10.4.3 continue under this agreement.

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

11. SERVICE LEVELS

11.1 The service provider recognises that the City has entered into this agreement relying specifically on the service provider's representations regarding service levels including, *inter alia* –

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

11.1.2 all work to be performed and services rendered under this agreement shall comply with industry norms and best practice acceptable within the services industry and shall be executed by the service provider to the total satisfaction of the City.

11.2 The service provider shall provide suitably qualified and trained employees to provide the services to the City in terms of this agreement, and shall allocate, in its discretion, employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the service provider shall not negatively impact the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.

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

12. WITHHOLDING OF PERFORMANCE

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

13. PENALTY

- 13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –
 - 13.1.1 exercise its rights in terms of Clause 31 below; or
 - 13.1.2 impose a penalty on the service provider.
- 13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.
- 13.3 Should the City choose to impose a penalty on the service provider, the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, to impose a penalty, which penalty shall be a deduction of 10% of the monthly contract price for the contract period. For the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the service provider monthly, in terms of Clause 9 above.
- 13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the service provider's fault, such dispute shall be dealt with in accordance with Clause 33 below.

14. ACCESS

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

15. ORDERS OF GOODS

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

16. DELIVERY OF GOODS

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

17. DEFECTIVE GOODS OR LATENT PRODUCTS

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

18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER

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

19. INSPECTION

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 The service provider shall immediately upon receipt of written demand by the City remedy such failure or default, within 7 (seven) business days from the date of receipt of the notice, free of charge.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, the City shall have the right to impose penalties as provided for in Clause 12 above or invoke the provisions of clauses and/or Clause 31 below.
 - 19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –
 - 19.4.1.1 provide the City with such information as it may reasonably require;
 - 19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals,

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

- 19.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the service provider's employees, subject to reasonable notice being given to the service provider.

19.5 Service provider to provide reasonable assistance

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

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, shall be provided by the service provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

20. MAINTENANCE AND SUPPORT

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

21. TRAINING

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

22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service warranties

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

- 22.1.1.1 it has full capacity and authority to enter into and perform this agreement, and that this agreement is executed by duly authorised representatives of the service provider;
- 22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;
- 22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- 22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;
- 22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;
- 22.1.1.6 the use or possession by the City of any materials will not subject the City to any claim for infringement of any intellectual property rights of any third party;
- 22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;
- 22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;
- 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
- 22.1.1.10 it shall employ suitably qualified and trained employees to provide the services and/or goods to the City and it shall allocate employees in accordance with the technical skills and knowledge required;
- 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;
- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;

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

22.2 Indemnity

22.2.1 The service provider hereby indemnifies the City against any claim which may be brought against the City by the service provider's personnel or a third party arising from the execution of this agreement or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no less than 14 (fourteen) business days of the City becoming aware of any such claim to enable the service provider to take steps to contest it. The City shall provide the service provider with such reasonable assistance as may be necessary to enable the service provider to defend the claim to the extent only that it is in a position to render such assistance. The service provider may, within 5 (five) business days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto. This is provided that the service provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23. SERVICE PROVIDER'S PERSONNEL

23.1 Liability for criminal acts of employees

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

23.2 Character of employees

- 23.2.1 Due to the confidential nature of certain aspects of the services and the position of trust which the service provider's employees will fulfil, the service provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.
- 23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.
- 23.3 The City shall conduct all reasonable background checks into the service provider's employees from time to time, where it deems it necessary to do so.

24. STATUTORY AND EMPLOYMENT ISSUES

- 24.1 The service provider shall comply with all employment legislation

24.1.1 The service provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

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

24.2 No employment

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

24.3 Occupational Health and Safety Act, 1993

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

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

25. SUBCONTRACTING

- 25.1 The service provider may not subcontract the whole of or any portion of the services in terms of this agreement to any third party without the prior consent of the City.
- 25.2 In the event the service provider wishes to subcontract the whole of or any portion of the services in terms of this agreement, it shall apply to the City in writing for consent to do so.
- 25.3 In its application, the service provider shall give the name of the subcontractor, the subcontractor's obligations, the proposed date of commencement of the subcontract, which shall include the fees payable to the subcontractor, and a report of the background security check on the subcontractor's suitability, financial and otherwise.
- 25.4 The City may, in its sole and absolute discretion, refuse consent to subcontract. In the event the City approves the subcontracting of the whole of or any portion of the services in terms of this agreement, –
 - 25.4.1 the service provider shall ensure that the subcontractor's BBBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;
 - 25.4.2 such subcontracting shall not absolve the service provider from the responsibility of achieving the service levels or complying with its obligations in terms of this agreement, and the service provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such subcontracting;
 - 25.4.3 the service provider shall, at all times, remain the sole point of contact for the City in respect of the acquisition of services by the City; and
 - 25.4.4 no such subcontracting shall have any effect on the contract price and charges payable by the City to the service provider in terms of this agreement.

26. CONFIDENTIALITY

- 26.1 The service provider acknowledges that all information relating to the City's confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business ("confidential information") shall

remain confidential and shall not be made known unless the City has given written consent to do so.

- 26.2 The information provided by the City in the context of this agreement is confidential information and the service provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
 - 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
 - 26.3.2 the information was already known to the receiving party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the parties or their affiliates; or
 - 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

27. INTELLECTUAL PROPERTY RIGHTS

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any intellectual property rights.
- 27.5 In the event the City becomes aware of any such infringement, the contractor shall, at its cost, defend the City against any claim that the services infringe any such third party intellectual property rights, provided that the City gives notice to the contractor of such claim and the contractor controls the defence thereof. The contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

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

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

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

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

27.7.4 withdraw the subject of infringement.

28. FORCE MAJEURE

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

28.2 If *force majeure* causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement shall be suspended for the period agreed in writing between the parties.

28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), such affected party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other party. The parties shall agree, in writing, to suspend the implementation of this agreement for a specific period (“agreed period”).

28.4 In the event that both parties reasonably believe that the affected party shall be unable to continue to perform its obligations after the agreed period, either party shall be entitled to terminate this agreement without further notice to the other party.

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

29. CESSION

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

30. CHANGE OF CONTROL OR CIRCUMSTANCE

- 30.1 The service provider shall notify the City in writing of any change in the service provider's shareholding or membership or any change in the service provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.
- 30.3 The service provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the service provider to provide the goods and/or services. In the event that any material change or circumstance occurs and the service provider fails to inform the City of such a change or circumstance, the service provider shall be deemed to have breached a material term of this agreement and the City shall be entitled to cancel the agreement on 1 (one) month's prior notice.

31. BREACH

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

32. EARLY TERMINATION

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

33. DISPUTES

33.1 Save for Clause 31 above or any other clause in this agreement which provides for its own remedy, should any dispute arise between the parties in respect of or pursuant to this agreement, including, without limiting the generality of the foregoing, any dispute relating to –

33.1.1 the interpretation of the agreement;

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

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

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

33.1.6 the rectification or repudiation of this agreement,

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

33.2 Within 7 (seven) days of the declaration of such dispute, the parties' representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the parties may agree, either prior to or concurrently with arbitration) the provisions of Clause 33 shall apply.

33.3 If the parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either party may, on written notice to the other party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 1965 (Act 42 of 1965).

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

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

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

33.5 If the arbitration is –

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

- 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
- 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 33.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the parties, by the president for the time being of the Law Society of the Northern Provinces.
- 33.7 Should the parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
 - 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party that have a bearing on the dispute;
 - 33.8.2 interview and question under oath the parties or any of their representatives;
 - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
 - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, the arbitrator's award may, on application by either party to a court of competent jurisdiction and after due notice is given to the other party, be made an order of court.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either party having a claim against the other party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

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

34. LAWS AND JURISDICTION

34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.

34.2 Each party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this agreement, including its termination. Each party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (in Pretoria)).

35. NOTICES AND COMMUNICATION

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

35.1.1 The City:

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

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

35.1.2 The service provider:

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

35.2 Each party shall be entitled, from time to time, by written notice to the other party, to vary its *domicilium* to any other address, which is not a post office box or *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –
- 35.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 35.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or
 - 35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 35.4 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.
- 35.5 Notwithstanding anything to the contrary in this agreement, a notice or communication actually received by one party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

36. GENERAL AND MISCELLANEOUS

36.1 Sole record of agreement

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

36.2 No amendment except in writing

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

36.3 Waivers

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

36.4 **Survival of obligations**

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

36.5 **Approvals and consents**

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

37. **EXECUTION**

37.1 This agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

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

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

Witnesses:

1.

2.

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

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

Witnesses:

1.
2.

For and on behalf of

(duly represented by

_____)

ANNEXURE A

RESOLUTION OF THE BOARD

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

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

RESOLVED:

THAT the company approves and enters into the agreement on the terms and subject to the conditions of the agreement to which this resolution is attached.

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

Read and confirmed

CHAIRPERSON/COMPANY SECRETARY

ANNEXURE B

SCOPE OF WORK AND DELIVERABLES

ANNEXURE C
PAYMENT TERMS

