
Conditions of Contract and Operational Requirements

SCMU14-22/23-0001: APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO RENDER GARDENING AND GROUNDS MAINTENANCE SERVICES AT THE DEPARTMENT OF SPORT RECREATION ARTS AND CULTURE IN KING WILLIAMS TOWN FOR A PERIOD OF 36 MONTHS.

1. CONTRACT

The contract for the supply of the required service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by, the Department and shall continue in force for the period of three **(3) Years.**

2. FEES AND CHARGES

- 2.1 The stipulated bid prices shall be fixed (firm) for the duration of contract.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve contractor of any of its obligations under the contract.
- 2.3 To the extent that the Department disputes the correctness, nature, extent or calculation of any fees or expenses payable to contractor in terms of the contract, Department shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

2 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

- 3.1 **The Department's operational requirements.** The contractor shall, in the provision of the required service, have due regard to the operational requirements of the Department and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 **Problem identification and reporting.** The contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the Department. Without detracting from the generality of this statement, contractor shall:-
 - 3.3 Without delay informs the Department and the appointed Department Technical Support Manager, of all incidents or accidents which may occur which involve contractor's personnel;
 - 3.4 Co-operate fully with the Department and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.
- 2.5 **Other Service Providers** The contractor acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the Department, co-operate fully with such persons.
- 2.6 **Regulations and statutes** The contractor shall, in the provision of the Services observe

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and comply with all relevant provisions of all applicable legislation and regulations.

2.7 Compliance with procedures.

3.8 Manager is recorded that during the currency of the contract the Department may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.9 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

3.10 should the Department at any time believe that any member of contractor's personnel is failing to comply with any such procedures or policies, the Department shall be entitled to deny such personnel member access to the relevant premises and require contractor to replace such person without delay.

3.11 **Contractor's procedures** The contractor shall, upon receipt of written request from the Department or its appointed Technical Support Manager provide the Department with copies of all contractor's operating procedures and processes relating to the Services;

3.12 **Provision of Services in clean and tidy manner.** The contractor shall ensure that the Services are provided in a clean and tidy manner.

4. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the Department as a result of damage to property and injury to personnel as a result of poor quality products.

5. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the Department and take such remedial action as may be necessary.

6. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented in the Department from time to time and shall provide the Services in an energy efficient manner.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1 In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its

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place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

7.2 The contractor:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the Department in covering letter relating to health and safety and will inform the Department immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

8 SERVICE LEVEL AGREEMENT

It is recorded that the Department and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

9 PERFORMANCE MEASUREMENT PROVISIONS

9.1 Introduction.

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which contractor's performance will be measured throughout the term of the contract.

9.2 Compliance. For purposes of the contract the compliance by contractor with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by contractor;
- with reference to reports or complaints received from third parties;
- by means of user satisfaction surveys conducted by Department

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- by means of service reviews, inspections or any audit carried out by or on behalf of the Department

9.3 Records. Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the Department upon request.

9.4 Measurement of performance

- **Periodic checks:** Department and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by Department) the purpose of which shall be to determine whether contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by Department.
- **Service complaints :**All service complaints, deviations, non-conforming services and suggestions that are reported to contractor by Department, its appointed facilities manager,
- or any other party shall be given proper and speedy consideration by contractor. Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the Department.

10. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

11. LOSS DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

12 SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the Department (or any other authorized authority) and then only to a person and to the extent approved by the Department or such authority and upon such terms and conditions as the Department or such authority require. It is recorded that where such consent is given contractor shall remain liable to Department for the performance of the Services.

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