



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

KZN Health Intranet

KZN HEALTH

HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote



KWAZULU-NATAL PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

Quotation Advert

Opening Date:

Closing Date:

Closing Time:

INSTITUTION DETAILS

Institution Name:

Province:

Department or Entity:

Division or section:

Place where goods / services is required:

Date Submitted:

ITEM CATEGORY AND DETAILS

Quotation Number:

Item Category:

Item Description:

Quantity (if supplies):

COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type:

Date:

Time:

Venue:

QUOTES CAN BE COLLECTED FROM:

QUOTES SHOULD BE DELIVERED TO:

ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name:

Email:

Contact Number:

Finance Manager Name:

Finance Manager Signature:

No late quotes will be considered

DESCRIPTION: CLEANING OF GARDEN AND GROUNDS SERVICES

SIGNATURE OF BIDDER DATE.....
 [By signing this document, I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
	6MONTHS	CLEANING OF GARDEN AND GROUNDS SERVICES				
		AT MONTEBELLO HOSPITAL AND CLINICS				
		CHIBINI CLINIC, ESIDUMBINI CLINIC				
		KWANYUSWA CLINIC				
		NB: THE FOLLOWING DOCUMENTS MUST BE				
		SUBMITTED TOGETHER WITH THE QUOTATION				
		DOCUMENT, SHOULD YOU NOT SUBMIT ALL				
		NECESSARY DOCUMENTATION YOU WILL BE				
		AUTOMATICALLY DISQUALIFIED				
		1. BCCI CERTIFICATE (BURGAINING COUNCIL				
		CONTRACT CLEANING SERVICES)				
		2.DETAILED COMPANY PROFILE WITH				
		PROVEN EXPERIENCE/ REFERENCE				
		3.LETTER OF GOOD STANDING (COIDA)				
		WITH VALID REFERENCE NUMBER				
		4. B-BBEE/ SWORN AFFIDAVIT				
		5. PROOF OF LOCAL BUSINESS ADDRESS				
		(UTILITY BILL OR A LETTER FROM THE WARD				
		COUNCILLOR WHICH WILL BE VERIFIED				
		6. TAX COMPLIANCE				
		7. COMPANIES MUST BE FROM NDWEDWE				
		LOCAL MUNICIPALITY				
		COMPANIES MUST PRINT AND BRING QUOTATIONS				
		WHICH WILL BE STAMPED AND SIGNED DURING				
		SITE BRIEFING				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period, e.g., 1day, 1week

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: <u>N.H NXUMALO (MISS)</u> Tel: <u>033 506 7144</u></p> <p>E-Mail Address: <u>montebello.quotations@kznhealth.gov.za</u></p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: <u>MR A. GOVENDER</u> Tel: <u>033 506 7072</u></p>
--	---

GENERAL CONDITIONS OF CONTRACT**1. AMENDMENT OF CONTRACT**

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

6. SAMPLES

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
 - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
 - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
 - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

7. COMPULSORY SITE INSPECTION / BRIEFING SESSION

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting [] take place
- (ii) Date 09 / 06 / 2022 Time 11 : 00 Place MONTEBELLO HOSPITAL (MAINTENANCE DEP)

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: Signature: Date:
--------------------	--

8. STATEMENT OF SUPPLIES AND SERVICES

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

9. SUBMISSION AND COMPLETION OF SBD 6.1

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

10. TAX COMPLIANCE REQUIREMENTS

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as 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.

13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. 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.

14. TERMINATION FOR DEFAULT

- 14.1. 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:
 - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
 - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. 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.
- 14.3. 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.

15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

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

This preference form must form part of all quotes 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 quotes:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, 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 quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 2. DEFINITIONS**
- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
 - (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
 - (g) **"prices"** includes all applicable taxes less all unconditional discounts;
 - (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)

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

7. SUB-CONTRACTING
applicable box)

(Tick

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

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

7.1.1 If yes, indicate:

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

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....



health

Department:
Health
PROVINCE OF KWAZULU-NATAL

Montebello Hospital
P102 Montebello Road, P.O Dalton, 3236
Private Bag X506, Dalton, 3236
Tel: 033-5067072 Fax: 033-5060 102 Email: Msizi.dlamini@kznhealth.gov.za

SYSTEMS DEPARTMENT

(Site meeting)

SPECIFICATIONS

Page: 1

CLEANING GARDEN & GROUND SERVICES: 6 MONTHS

CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS

This specification is calling the bidder to provide service for the cleaning and maintaining of the Garden and Grounds at Montebello Hospital, all staff residence houses, and the Clinics: Chibini clinic, Esidumbini Clinic and Kwanyuswa Clinic: contract period is 6 months.

ZNQ: MW/23-2022/23

LAWNS

- a) Lawns to be kept free of weeds.
- b) Lawns/grass patches to be cut as required.
- c) Lawns/grass patches to be weeded. Weeds to be dug out by their roots prior to the mowing of the grass.
- d) Lawns to be kept at a length as required.
- e) All edges to be kept free clear cut /trimmed and uniform or as directed by the Systems Manager
- f) A spade or similar gardening tools may be used when edging lawns.

NB: Point 1. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital and the 3 clinics.

2. FLOWER BEDS AND SHRUBS

- a) These are to be kept free of weeds, grass and litter.
- b) Borders to be trimmed and kept neat.
- c) Soil/ Mud must not be mounded soiled around shrubs and flowers, the soil, mud must be loose. Flower/shrub beds to be turned/ dug and lessened
- d) Flower beds to be dug, developed and flowers to be planted as required.

NB: Point 2. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital the 3 clinics.

GROWING KWAZULU NATAL TOGETHER

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

3. TREES/ TREE FELLING

- a) To be kept neat and all old or dead branches to be cut / removed.
- b) All areas surrounding the trees to be kept free of leaves, weeds, grass and dirt.
- c) Branches where they constitute a danger to the public/department staff must be kept above eye level and tree feeling must be done at the discretion of the System Manager or other delegated official.
- e) Branches where they constitute a danger to the public/ department staff must be kept above danger level, to maintain Health & Safety, cut and remove or as directed by the Systems' Manager.
- f) Trees and branches need to be cut and removed as required.

Tree Felling: is the process of cutting down individual **trees and braches and removing them from Montebello Hospital**, an element of the task of logging. A list of trees for Tree Felling on the first week on start on contract: Tree Felling must be done on all trees required within the first Month on the contract and thereafter when required or as directed by the Systems Manager.

NB: Point 3. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital the 3 clinics.

4. HEDGES/ VERGES

- a) To be cut at a uniform height. All sides to be uniform/square or as required.
- a) All verges surrounding the institutions property.
- b) Trimming of weeds/grass 1 meter outside and beyond the perimeter fence.

NB: Point 4. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital and the 3 clinics.

5. VELD/VACANT LAND/ COMMUNITY USED LAND WITHIN MONTEBELL HOSPITAL

- a) These areas are to be kept neat, trees cut, grass cut.
- b) Wild grass to be kept short and free of refuse and litter.
- c) Wild plants and weeds and trees to be dug and removed.
- d) Vacant land to be ploughed with the hospital , all staff accommodation, areas, and the 3 Clinics within the discretion of the: System's Manager or any other delegated official

NB: Point 5. Work includes 1 meter outside and beyond the perimeter fence of MONTEBELL Hospital the 3 clinics.

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

6. CONCRETE, TARRED, PAVED AREAS AND ROOF GUTTERS

- a) To be kept clean by sweeping and remove off all organic waste, free of leaves, grass, mud and general litter.
- b) Concrete, tarred, paved areas and roof gutters to be scrubbed clean and disinfected with chemicals.
- c) To be kept free of weeds, grass and small trees by means of spraying with suitable weed killer.
- d) Green or any algae to be removed at all times.

N.B: Any poison and chemicals used , bust be SABS approved and a list of all chemicals or poison used must be attached to the monthly invoice and must not be harmful to the soil, bird life, and insect life, patients, persons and public.

NB: Point 6. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital.

7. GULLEYS, DRAINS AND CHANNELS

- a) There are to be kept clean of all organic waste, free of leaves, grass and general litter.
- b) Drains to be scrubbed clean and disinfected with chemicals.
- c) During the relevant dormant or low growth period, all areas are to be kept free of leaves and to be raked. During the course of the contract, the Contractor is to allow for the poisoning of all weeds and foreign grasses.
- d) The Contractor is to supply all the necessary poisons.

N.B: Any poison and chemicals used , bust be SABS approved and a list of all chemicals or poison used must be attached to the monthly invoice and must not be harmful to the soil, bird life, and insect life, patients, persons and public.

NB: Point 7. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital.

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

8. HOURS OF ATTENDANCE

- a) Staff employed for the purpose of the above contract must be in attendance every day **Monday to Friday, between the hours of 07H00 -16H00, excluding Public Holidays and weekends.**
- b) A daily register detailing days of attendance of the contract staff, must be rooted to the Systems Manager's office daily. See: **(Attachment: A A for daily register of contract staff to sign).**
- c) The contractor shall report to support personnel in the absence of the Systems Manager. The contractor will be notified.
- d) ID tags to be displayed on all contractual employees at all times within work hours.
- e) Lunch break and Tea break: Lunch Break: from 13:00 to 14:00. Tea break: 10:00 to 10: 30.

NB: Point 8. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital.

9. GARDEN AND GROUNDS : DISPLAY DANGER SIGNAGE

- a) Relevant signage to be conspicuously displayed, forewarning persons within the institution and outside the institution or in the immediate vicinity of the area of work of any possible danger during the gardening process/work. Also danger tape must be used to section off areas where work is operational, forewarning persons of danger during the gardening /work process. **See (Attachments: D1, D2, D3, for Danger Safety signs to displayed while Gardening work is being done. The contractor is not limited to this Danger / Warning sings only.**

NB: Point 9. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital.

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

10. ELECTRICAL SAFETY STANDARDS

- a) Electrical equipment, electrical accessories and the use thereof should conform to electrical safety standards and not pose a danger or hazard to any persons, buildings, and Vehicles or animals. Equipment will be inspected by the Systems Manager and support staff to eliminate risk and the contractor will be asked to remove equipment that is a risk or danger.

NB: Point 10. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital.

11. PPE: PERSONAL PROTECTIVE UNIFORMS

- a) The staff employed shall wear protective uniforms and protective gear at all times whilst performing their duties. Personal protective equipment to be supplied by the contractor for the contractual staff to use and wear as per the Health and Safety Act. See **(Attachment marked P for PPE list)**.
- b) Warning and danger signage while working to be provided and displayed by contractor, as per the Health and Safety Act.
- c) All PPE must be bought within the first month of start of contract.

NB: The contractor is not limited to the above list of staff: PPE: Personal Protective equipment.

NB: Point 11. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital.

12. GARDEN AND GROUNDS WASTE/ DISPOSAL

- a) All types of garden and grounds waste: Grass cuttings, leaves, hedge trimmings, pruning, flowers, branches, weeds, plants, soil, stones, trees, tree branches, logs and all kinds of litter etc. To be disposed of by the contractor as per the institutions' Waste Management Policy and will be monitored by the institutions' Systems Manager. A Waste disposal letter, invoice or certificate must be provided to the Systems Manager for each Garden & Grounds waste disposal being done.

NB: Point 12. Work includes 1 meter outside and beyond the perimeter fence of Montebello Hospital.

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

13. MEETINGS / WORK DEFICIENCIES

Disputes and corrective work meetings and deviation from specifications. The above contractor must be present at **Montebello Hospital** within a 2 day period from day of notification.

14. INVOICING AND PAYMENT

- a) The invoice must be provided submitted to the Systems Manager only on completion of work, according to the work specifications of all work required on the first week of a new month for the previous month.
- b) The contractor must complete a Garden & Grounds work completion checklist on completion of work done, this **checklist** and **daily register detailing days of attendance of all contractual staff for the above contract**, must be attached to the monthly invoice when submitting to the Systems Manager. An inspection will be done with the above contractor and Systems Manager; if the work is satisfactory then only the invoice will be accepted for payment.

BN: See attachment A A checklist.

15. LIST OF EQUIPMENT: SPECIFICATIONS

- a) Specifications equipment list, is a guide of equipment that the above contractor must have to accomplish the work required to render Quality Gardens and Grounds services and not limited to. The specifications equipment list, has essential equipment which the contractor must have on the first day on site of start of the above contract, the equipment can be purchased or rented. **See (Attachment marked E of Garden & Grounds equipment list to purchase).**

NB: LIST OF EQUIPMENT: If the above **SPECIFICATIONS** is not produce on the first start date of work/ contract, the contract will be terminated.

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

16. TERMINATION OF CONTRACT: PROFESSIONAL ETHICS

The above contract will be terminated if the contractor / contractual employees bring disrepute, danger, strike, intimidate and refuse to render services / work according to the specifications and Service Level agreement (SLA). The contractor and staff must maintain PROFESSIONAL ETHICS while rendering work at Montebello hospital and the 3 Clinics.

17. In-service of SLA (Service Level Agreement and Specifications to

contract/contractual staff: The above contractor before start date of the contract, the contractor must in-services all contract/ contractual staff for the above contract on the specifications/ Work and the **Service Level Agreement (SLA)** and the attendance register for **Specifications and Service Level Agreement** of in service training must be forwarded to the systems managers office. See (Attachment Marked **W** for in-services for in-service register).

18. The above contractor must adhere to the collection of cardboard boxes and clearing of litter throughout the hospital as directed and including one meter outside the hospital.

19. A total of 11 contractual / contract staff required and includes 1 day supervisor:
Total contract staff = 11. The contractor is not limited to 11 contractual staff only can be more but not less.

20. Recruitment of contract staff for the above contract. Only recruitment of staff for the above contract must be taken /recruited from the local community.

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

21. Penalties and Deficiencies

The penalties and deficiencies will apply. All equipment / contractual /contract staff must be fully operational and present on site at all times during working hours. The following penalties will apply.

Nature of Incident/ Item	Explanation/ Reason	Penalty
11 contract / contractual staff	11 contract staff must be on duty daily. If relief staff is provided no penalty will apply.	R200 per day
Lawnmower / Brush cutters x 4	If the Lawnmower/ Brush cutters are not operation or working more than two days, even due to not having petrol.	R200 per day

22. The above contract is only for a period of time, days, and a month until completion off all work being done, not exceeding **6 MONTHS** from the start date off the Contract.

23. Contractor must agree to sign a SLA and must agree /accept the, Service Level Agreement) (SLA) before start date of the contract.

24. Management of Montebello Hospital has the right to cancel the contract before the end of 6 Months of the contract and provide the contactor with: One month's notice.

25. LOSS / DAMAGE OF CONTRACTORS EQUIPMENT

The hospital will not be held liable for any loss or damage to the contractors equipment.

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS**

26. LIABILITY OF STAFF:

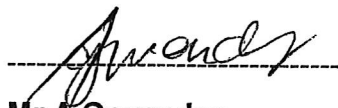
The company must register the contract workers with Workman's Compensation Act.

Injuries sustained while on the premises and during performance of the contract shall be the responsibility of the bidder.

No claims will be made to the Department of Health.

27. Site Inspection Address: P102 Montebello Road

28. Time for site inspection is at 10:00am and no other contractors will be allowed in the site meeting after 10:00am.



Mr A Govender

Assistant Director: Systems

Montebello hospital

033 506 7072



Ms. B R Msomi

Chief Executive Officer

Montebello Hospital

**ALL CONTRACTORS AT THE SITE MEETING FOR THE GARDENS AND
GROUNDS FOR MONTEBELLO HOSPITAL & CHIBINI CLINIC, ESIDUMBINI
CLINIC AND KWANYUSWA CLINIC**

Re: Service level agreement and hand over site meeting / on start date

CONTRACT TYPE: Cleaning Garden and Grounds

CONTRACT NUMBER: MW/23-2022/23

1. HOURS OF ATTENDANCE

- f) Staff employed for the purpose of the above contract must be in attendance every day Monday to Friday, between the hours of 07H00 -16H00 or as agreed by Systems Manager on particular days, excluding Public Holidays and weekends.
- g) A daily register detailing days of attendance of the contract staff, must be rooted to the Systems Manager's office daily. See: **(Attachment B B for daily register of contract staff to sign)**
- h) The contractor shall report to support personnel in the absence of the Systems Manager.
- i) ID tags to be displayed on all contractual employees at all times within work hours.
- j) Lunch break and Tea break: **Lunch Break: from 13:00 to 14:00. Tea break: 10:00 to 10: 30.**

**ALL CONTRACTORS AT THE SITE MEETING FOR THE GARDENS AND
GROUNDS FOR STAFF RESIDENCE HOUSES & CHIBINI CLINIC, ESIDUMBINI
CLINIC AND KWANYUSWA CLINIC**

Re: Service level agreement and hand over site meeting / on start date

29. GARDEN AND GROUNDS : DISPLAY DANGER SIGNAGE

- a) Relevant signage to be conspicuously displayed, forewarning persons within the institution and outside the institution or in the immediate vicinity of the area of work of any possible danger during the gardening process/work. Also danger tape must be used to section off areas where work is operational, forewarning persons of danger during the gardening /work process. See **(Attachments: D1, D2, D3,** for Danger Safety signs to displayed while Gardening work is being done. The contractor is not limited to this Danger / warning sings only.

30. ELECTRICAL SAFETY STANDARDS

- b) Electrical equipment, electrical accessories and the use thereof should conform to electrical safety standards and not pose a danger or hazard to any persons, buildings, and Vehicles or animals. Equipment will be inspected by the Systems Manager and support staff to eliminate risk and the contractor will be asked to remove equipment that is a risk or hazardous.

31. PPE: PERSONAL PROTECTIVE UNIFORMS

- d) The staff employed shall wear protective uniforms and protective gear at all times whilst performing their duties. Personal protective equipment to be supplied by the contractor for the contractual staff to use and wear as per the Health and Safety Act. See **(Attachment marked P for PPE list).**
- e) Warning and danger signage while working to be provided and displayed by contactor, as per the Health and Safety Act.
- f) All PPE must be bought and be worn and be available on the start day/date of start of the contract.

**ALL CONTRACTORS AT THE SITE MEETING FOR THE GARDENS AND
GROUNDS FOR STAFF RESIDENCE HOUSES & CHIBINI CLINIC, ESIDUMBINI
CLINIC AND KWANYUSWE CLINIC**

Re: Service level agreement and hand over site meeting / on start date

32. GARDEN AND GROUNDS WASTE/ DISPOSAL

- b) All types of garden and grounds waste: Grass cuttings, leaves, hedge trimmings, pruning, flowers, branches, weeds, plants, soil, stones, trees, tree branches, logs and all kind of litter etc. To be disposed of by the contractor as per the institutions' Waste Management Policy and will be monitored by the institutions' Systems Manager. A Waste disposal letter, invoice or certificate must be provided to the Systems Manager for each Garden & Grounds waste disposal being done.

33. MEETINGS: disputes and corrective work meetings and deviation from specifications. The above contractor must be present at: Montebello hospital within a 2 day period from day of notification.

34. INVOICING AND PAYMENT

- c) The invoice must be provided submitted to the Systems Manager office only on completion of work, according to the work specifications of all work required monthly.
- d) A completed Checklist (see attachment A A) must be attached to the monthly invoice by the contractor together with the daily attendance registers.

**ALL CONTRACTORS AT THE SITE MEETING FOR THE GARDENS AND
GROUNDS FOR STAFF RESIDENCE HOUSES & CHIBINI CLINIC, ESIDUMBINI
CLINIC AND KWANYUSWA CLINIC**

Re: Service level agreement and hand over site meeting / on start date

35. TERMINATION OF CONTRACT:

The above contract will be terminated if the contractor/ contractual employees bring disrepute, danger, strike, intimidate and refuse to render services / work according to the specifications and Service Level agreement (SLA).

36. Recruitment of contract staff for the above contract. Only recruitment of staff for the above contract must be taken /recruited from the local Community.

37. Start date of Contract: 01/07/2022 *Govender*

Govender

Mr A Govender
Assistant Director: Systems
Montebello hospital
033 506 7072

Ms. B R Msomi
Chief Executive Officer
Montebello Hospital

(Attachment E)

**CLEANING GARDEN & GROUND SERVICES: 6 MONTHS
CONTRACT FOR MONTEBELLO HOSPITAL AND 3 CLINICS
Essential Garden and Grounds Equipment**

Re: Vital Garden and Grounds

To all site meeting contractors for Gardens and Grounds Services, here are some of the vital equipment/ Guide that will be needed to complete the contractual duties/ work for the Garden and Grounds Services for Montebello hospital and the 3 clinics Hospital, but limited to this **Vital Garden and Grounds Equipment.**

Essential Garden and Grounds Equipment:

- | | |
|---|-------------------------------|
| 1. Lawnmower/ Brush cutters x 4 (Essential) | 12. Trowel |
| 2. Chainsaw x1 (Essential) | |
| 3. Hosepipe with accessories | 14. Fork- 2 (Essential) |
| 4. Rake x 3(Essential) | 15. Shears large long |
| 5. Heavy duty hoe x2 (Essential) | 16. Petrol – (Essential) |
| 6. Pruning machine | 17. Danger Type - (Essential) |
| 7. Wheelbarrow x1 (Essential) | |
| 8. Large long pruning scissors- x1 (Essential) | |
| 9. Own refuse bags – estimate 100 per month (Essential) not limited to 100 per month) | |
| 10. Own vehicle- to remove all Garden and Ground Waste (Essential) | |

NB: Not all equipment is listed, the contractor is not limited to the above requested equipment only, and the contractor must comply with all equipment to complete the work required. Failure to comply will lead to the cancellation of the contract. The above contract is only for 6 months however. Management has the right to terminate the contract anytime within the 6 month period and provide the contract with a one month notice period on cancellation or the above contract.

Mr A Govender
Assistant Director: Systems
Montebello hospital
033 506 7072

Ms. B R Msomi
Chief Executive Officer
Montebello Hospital

**SPECIFICATIONS: GARDEN & GROUND SERVICES: 6 MONTHS CONTRACT FOR
MONTEBELLO HOSPITAL**


Re: Compulsory Personal Protective Equipment (PPE) required.

The contractor is required to provide his/her staff with the following PPE. The contractor is not limited on to this list of PPE to purchase.


PPE Required:

- Hard hats/ Sun hats
- Compete Overalls
- Ear plugs /ear muffs
- Leather/rubber gloves
- Steel capped safety shoes/ gumboots
- Dust masks/ respirators
- Goggles
- Welding eye wear
- Harness/ fall net/ life lines
- Rain coats

NB: Work in progress warning signs must be available and displayed at all times during working operations. Danger tape must be available and displayed as well during working operations.



Mr A Govender
Assistant Director: Systems
Montebello hospital
033 506 7072



Ms. B R Msomi
Chief Executive Officer
Montebello Hospital

**CONTRACT ADMINISTRATION
GARDENS & GROUNDS**

ZNT: _____ -H

INSTITUTION: _____

MONTH: _____ 200_____

CONTRACTOR: _____

PLEASE TICK (✓) UNDER THE RELEVANT COLUMN: YES=SATISFACTORY
NO =NON SATISFACTORY

NO.		YES	NO
1	LAWNS/GRASS		
	i) Are the lawns/grass kept free of weeds?		
	ii) Are the weed dug out & is the grass weeded once a month?		
	iii) Is the grass/lawns kept at an acceptable length and are all cuttings removed daily?		
2	FLOWER BED'S SHRUBS		
	iv) Are edges cut/trimmed and uniform?		
	i) Are the flower beds & shrubs free of weeds, grass & litter?		
	ii) Are border's trimmed and kept neat?		
3	TREES		
	iii) Are the flower bed's turned on a monthly basis?		
	i) Are the trees neatened and have the dead branches been remove?		
4	ii) Has the areas surrounding the		
	HEDGES		
	iii) Are branches constituting a danger, kept above eye level?		
5	i) Are the hedges cut at a uniform height? (if applicable)		
	BERGES		
6	ii) Are the sides uniform square? (if applicable)		
	i) Are the verges kept clean and neat?		
	VELD/VACANT LAND		
	i) Is veld/vacant land kept neat?		
7	ii) Is the wild grass kept short?		
	iii) Is the veld/vacant land free of refuse & litter?		
	CONCRETE, TARRED & PAVED AREAS		
8	i) Is the concrete, tarred & paved areas swept regularly?		
	GULLEY'S, DRAINS & CHANNELS		
	i) Have the gulley's drains & channels been kept clean, free of leaves, grass & general litter?		
	ii) Is garden refuse removed from site on a daily basis?		
9	iii) Are gulley's, drains & channels cleaned?		
	iv) Has the contractor allowed for poisoning of all weeds & foreign grasses?		
	Is the checking by both the contractor and the institution being done in accordance with the conditions of the contract		
	10	Is the equipment used to render the service sufficient	
11	Is the duty list and the duty sheet being done		
12	Does the contractor comply with all infection control policies and directives		
13	Are the staff being paid in accordance with the rates stipulated by the		

Attachment: A A

D-1 Warning !

Caution! Work in progress.

Cutting grass.

D-2 Warning !

Caution! Work in progress.

Tree Felling.

D-3 Warning !

Caution! Work in progress.

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, Veemseni Thulubuke Luthuli
Full Names
 I.D No. 9412046139083
I.D No in full

hereby undertake to render services described in the attached bidding documents to **(Montebello Hospital)**, in accordance with the requirements and task directives / proposals specifications stipulated in Quote Number **ZNQ MON 23-2022/23** 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 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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) Veemseni
 CAPACITY Director
 SIGNATURE [Signature]
 NAME OF FIRM NAUBAMAKHOSI
 DATE 12/06/2022

WITNESSES	
1	<u>N.S. Luthuli</u>
2	<u>J.L.N. Shangase</u>
DATE: <u>12/06/2022</u>	

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **Vuyo Mavela** in my capacity as Deputy Director: Finance Accept your bid under reference number **ZNQ MON 23-2022/23** dated 10 June 2022 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)
12 Months contract, Sale				
Contract Start Date				
Contract End Date				
Contract Amount Per Month				
Contract Amount For Duration of Contract				

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 any thing 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.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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 amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during 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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or 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;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in 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

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.