

## University Estates

### **Addendum A: Checklist**

**PLEASE ATTACH THE FOLLOWING SUPPORTING DOCUMENTATION**

***ALL COPIES MUST BE CERTIFIED BY A COMMISSIONER OF OATH***

	Confirmation	Documents Required	Please tick Box		
			Yes	No	N/A
1.	Addendum B	Registration Application Completed in full			
1.1	Company Registration	Certificate of Incorporation or founding statement			
1.2	<i>B-BBEE Verification by Accredited agency (SANAS) and or Independent Regulatory Board of Auditors (IRBA) as stipulated in the Government Gazette of 23 September 2011</i>	<i>B-BBEE Certificate</i>			
1.3	<i>SARS Tax Clearance</i>	<i>Original Certificate</i>			
1.4	Profile of Company	Company Profile			
2.	Proof of Ownership	Share certificates			
3.	Joint Venture Arrangement (If applicable)	Joint Venture Agreement			
4.	Partnership arrangement (If applicable)	Partnership Agreement			
5.	Proof of Banking Details	Cancelled cheque and or bank statement with bank stamp			
6.	Proof of registration to a statutory body regulating your industry (e.g. CIDB).	Certificate of Registration			
7.	Workman compensation (WCA)	Certificate of Good Standing			
8.	Owners / Shareholders Identities	Certified copies of ID's			
9.	Health and Safety	Acceptability / Occupancy certificate			
10.	Necessary Expertise & Skills Available In The Business	CV			
11.	Time Spent In The Business By The Directors (e.g. Part-Time or Full-Time)	Affidavit			
12.	Demonstrate Evidence Of Work Done Recently Or In The Past.	Pictures			
13.	Addendum C	SLA - Workshop			
14.	Addendum D	Engineering Requirements Applicable			
15.	Addendum E	Letter – Purchase Order			

**PLEASE KEEP COPIES OF ALL DOCUMENTATION SUBMITTED FOR YOUR OWN RECORDS AS NO COPIES WILL BE MADE**

**Addendum B**

**FOR OFFICIAL USE ONLY**  
**UNIVERSITY ESTATES**

<b>Approved:</b>	<input type="checkbox"/>	<b>Not Approved:</b>	<input type="checkbox"/>	<b>Signed:</b>	<input type="text"/>
<b>Date:</b>	<input type="text"/>				
<hr/>					
<hr/>					

**PROVISIONING**

<b>Date created</b>	<input type="text"/>	<b>Suppliers Code</b>	<input type="text"/>
<b>Created by</b>	<input type="text"/>	<input type="text"/>	
<b>Approved by</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>

**UNIVERSITY OF THE FREE STATE**  
**VENDOR REGISTRATION FORM**

**BUSINESS INFORMATION**

Trade name of  
business

Legal Name:

Trading Name:

Type of Product or  
service

Street address of  
business

Code

Province		
Telephone no.		
Fax no.		
Cell phone no.		
Email address		
Debtors contact details (please provide an email address for remittance purposes)		

## **BANKING DETAILS**

**An original letter from bank stamped showing the name of the business OR an original canceled Cheque must be supplied**

Name of bank		
Account number		
Branch code		
Type of account		

## **COMPANY REGISTRATION INFORMATION**

Vat registration no.			
Value adding enterprise – (please tick appropriate box)	Yes	No	
Company registration no.			
Classification	Partnership		
	Sole owner		
	Closed Corporation		
	Company		
	(Pty) Ltd		

## BBBEE INFORMATION OF THE ORGANIZATION

**Please note completion of this section is compulsory**

**Please indicate the annual turnover of the company for the 2021 calendar year.  
(Tick appropriate box)**

<b>&lt; R 5m p.a. (EME) (Please see note below)</b>	<b>&gt; R 5m &amp; &lt; R 35m p.a. (QSE)</b>	<b>&gt; R 50m (LO)</b>
---	--	----------------------------

This information is used to determine the appropriate classification of the organization according to the Broad Based Black Economic Empowerment Act (53/2003). (hereafter referred to as the act) There are three different types of organizations defined in the act, namely:

**Exempted Micro-Enterprise (EME):** Any organization with an annual turnover of R5 million or less qualifies as an EME. The entity is automatically deemed a level four contributor and deems to have procurement recognition of 100%. **NOTE: EMEs must submit an exemption certificate as issued by an accredited verification agency in terms of the BBBEE legislation**

**Qualifying Small Enterprise (QSE):** Any organization with an annual turnover of between R5 million and R35 million qualifies as a QSE. This organization's B-BBEE status is determined on any 4 elements of the Generic Scorecard as described in the act.

**Large Organisation (LO):** Any organization with an annual turnover above R35 million. This organization's B-BBEE Status is determined on the full generic scorecard as described in the act.

## BBBEE INFORMATION OF THE ORGANIZATION

**(CONTD)**

**Please indicate the ownership % of the organization for the year 2021 calendar year**

**Tick appropriate box**

<b>➤ then 50% black owned</b>	<b>➤ 50% black women owned</b>	<b>Neither</b>
-------------------------------	--------------------------------	----------------

**50% Black owned:** means an organization in which a) black people (as defined in the act) hold more than 50% of the exercisable voting rights as determined under Code series 100 of the act; b) black people hold more than 50% of the economic interest as determined under Code series 100 of the act and c) has earned all the points for Net value under statement 100 of the act;

**50% Black women owned:** means an organization in which a) black women hold more than 50% of the exercisable voting rights as determined under Code series 100 of the act; b) black women hold more than 50% of the economic interest as determined under Code series 100 of the act; and c) has earned all the points for Net Value under statement 100 of the act.

If the company has been **BEE rated**, please indicate the rated level of BEE contribution below:

**Note : Please attach a certified copy of the BEE compliance certificate**

Please indicate when was the rating was done and the expiry date of the rating

Rating done :

Rating expires on :

## **PAYMENT TERMS**

**Please note this section must be completed with an X as indicated below**

**0% within 14 days of invoice**

☐

**0% within 30 days of invoice**

☐

**5% within 7 days of invoice**

☐

**Signature:**

**Name:**

## DECLARATION OF INTERESTS

The declaration of interests must be completed in terms of the approved Procurement Policy & Procedures of the University of the Free State in respect of the following:

- Are you or any staff member (permanent/temporary) of your company, a permanent or temporary staff member/student of the University of the Free State? If so please provide full details – name(s), ID no. & personnel no.

Name	ID no.	UFS Pers. no.

- Are you or any staff member (permanent/temporary) of your company a near relation (A near relation is family member who can be influenced or who can exert an influence on the negotiations regarding the procurement process and includes the individual's domestic partner and children, children of the individual's domestic partner, dependents of the individual or of the individual's domestic partner) to a permanent or temporary staff member of the University of the Free State If so please provide full details – name(s), ID no., personnel no. and nature of relationship:

Name	ID no.	UFS Pers. no.	Nature of relationship

- Does any permanent or temporary staff member/student of the University of the Free State hold any of the following (Directorships, Trusteeships, Memberships, Partnerships, Investments, Shares, Assets or other investments) in your company?

Name	ID no.	UFS Pers. no.	Description

4. I declare that to the best of my knowledge, the information I have provided above in terms of this declaration is true and correct. I undertake to advise the Provisioning section of the University of the Free State in writing if any conflict or potential conflict arises in the future in terms of the above. If there is any change to the interests set out above in this declaration, I undertake to advise the Provisioning Section at the University of the Free State of any alterations or additions to my declaration as soon as practicable.

**Signature of Declarant:** ..... **Complete & Sign**

**Name (please print) :** .....

**Position:** .....

**Date:** .....

**Signature of witness :** ..... **Complete & Sign**

**Name (please print) :** .....

**Position:** .....

**Date:** .....

## **DECLARATION OF CORRECTNESS OF INFORMATION**

**I declare that the abovementioned information is a true reflection of the status of my company or business and that I am duly authorized to sign this document on behalf of the company or business**

NAME IN FULL

ID NO.

DESIGNATION

SIGNATURE

DATE

## **CONSENT TO THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 ("POPIA")**

I, as a duly authorised representative of the business, hereby acknowledge that some of the information provided in this vendor application form, or aspects in relation thereto or the delivery of our services as vendor to the UFS, may fall within the ambit of the POPIA and consent to the processing thereof (as defined in the POPIA). I, the undersigned, further acknowledge that I shall be entitled to at any time request that the personal information held by the UFS on my behalf or in respect of the business, be deleted and destroyed in accordance with sections 23 and 24 of POPIA.

<b>Signature of representative:</b>	_____	<b>Complete &amp; sign</b>
<b>Full names (in print):</b>	_____	
<b>Identity number:</b>	_____	
<b>Position:</b>	_____	
<b>Date:</b>	_____	
<b>Signature of witness:</b>	_____	<b>Complete &amp; sign</b>
<b>Full names (in print):</b>	_____	
<b>Identity number:</b>	_____	
<b>Position:</b>	_____	
<b>Date:</b>	_____	

Dear Sir/ Madam



## OFFICIAL PURCHASE ORDERS

1. In terms of the Policy and Procedures for Purchases of the University of the Free State ("UFS"), the issuing of an official order to a supplier by the UFS is required before such a supplier can render services or supply goods to the UFS.
2. We hereby inform you that, as from 1 March 2015, no invoice of a supplier will be paid by the UFS in the absence of proof that the supplier received an official order from the UFS before the supplier rendered the services or supplied the goods as detailed in the invoice.
3. Please note that we require a monthly statement of outstanding invoices on month end, to be provided to the UFS. This statement should reach the UFS every month before the 10th of the following month. Statements can be e-mailed to [creditors@ufs.ac.za](mailto:creditors@ufs.ac.za)
4. For any enquiries please email [potgieter@ufs.ac.za](mailto:potgieter@ufs.ac.za)

We trust you will find the above in order.

Yours faithfully,



**CR LIEBENBERG**  
**SENIOR DIRECTOR: FINANCE**

Acknowledge of receipt:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## MINOR WORKS CONTRACT

This Minor Works Contract sets out the terms and conditions under which the Contractor (referred to hereunder) agrees to perform the Works (referred to hereunder) for the University of the Free State (“UFS”).

### PART 1: CONTRACT INFORMATION SHEET

A. CONTRACTOR INFORMATION		
Contractor name / Trading name / Full names:		
Registration No. / Identity No:		
Contract Manager name:		
Tel:	Cell:	
Email:		
Physical Address:		
City:	Province:	Postal Code:
Postal Address:		
City:	Province:	Postal Code:
B. WORKS INFORMATION		
Scope of Works in Rand:		
a) Below R1 000.00	<input type="checkbox"/>	Refer to Schedule 1
b) R1 000.00-R50 000.00	<input type="checkbox"/>	Refer to Schedule 2
c) Above R50 000.00	<input type="checkbox"/>	Refer to Schedule 3
d) Urgent Works	<input type="checkbox"/>	Refer to Schedule 4
Description of field of expertise:		

1. This contract information sheet (“**Contract Information Sheet**”) contains the details of the contractor (the “**Contractor**”) and a description of the field of expertise of the Contractor.
2. Based on the fields of expertise, the UFS may allocate Works to the Contractor as may be required by the UFS from time to time, which shall be subject to the general terms and conditions set out in Part 2, read with Schedules 1 - 4, (referred to as the “**Agreement**”) of this document.

3. This Contract Information Sheet and the Agreement shall, upon signing by both Parties, constitute the entire agreement between the Parties governing the Works to be executed by the Contractor.

4. **Please take note that:**

4.1. The General Terms and Conditions set out in Part 2 shall apply to all Works.

4.2. Schedule 1 shall apply to Works below R1,000.00 (ONE THOUSAND RAND).

4.3. Schedule 2 shall apply to Works between R1,000.00 (ONE THOUSAND RAND) and R50,000.00 (FIFTY THOUSAND RAND).

4.4. Schedule 3 shall apply to Works above R50,000.00 (FIFTY THOUSAND RAND).

4.5. Schedule 4 shall apply to Urgent Works (as defined in Schedule 4).

Thus done and signed at.....on this.....day of..... 20.....

As witnesses:

---

---

---

For and on behalf of  
**THE CONTRACTOR**  
by  
Name: \_\_\_\_\_

Designation: \_\_\_\_\_

who warrants his/her authority hereto

Thus done and signed at.....on this.....day of.....20.....

As witnesses:

---

---

---

For and on behalf of  
**THE UNIVERSITY OF THE FREE STATE**  
by  
Name: \_\_\_\_\_

Designation: \_\_\_\_\_

who warrants his/her authority hereto

## PART 2: GENERAL TERMS AND CONDITIONS

### 1. PARTIES

This Agreement is entered into by and between-

- 1.1. **THE UNIVERSITY OF THE FREE STATE**, a university duly established under the Higher Education Act No 101 of 1997, herein represented by the signatories acting on its behalf in signing this Agreement, being duly authorized thereto in terms of a resolution of the Council of the University of the Free State dated 18 November 2011, of Nelson Mandela Drive Bloemfontein, 9300, Republic of South Africa (the **"UFS"**); and
- 1.2. **THE CONTRACTOR**, as identified in the Contract Information Sheet (**"the Contractor"**).

### 2. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

- 2.1. **"Agreement"** means this Part 2 setting out the general terms and conditions applicable between the Parties together with the Schedules hereto;
- 2.2. **"Business Day"** means any day except a Saturday, Sunday or public holiday in the Republic of South Africa;
- 2.3. **"Campuses"** means the Bloemfontein Main Campus, Bloemfontein South Campus and/or QwaQwa Campus of the UFS and any reference to a **"Campus"** shall refer to one of the relevant Campuses as required by the context;
- 2.4. **"COIDA"** means the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993, as amended, varied or replaced from time to time;
- 2.5. **"Contract Information Sheet"** means the schedule at the front of this Agreement marked as Part 1, containing key reference information regarding this Agreement and which forms an integral part of this Agreement;
- 2.6. **"Contractor"** means the Party referred to in clause 1.2 (*Parties*) of this Agreement;
- 2.7. **"ECTA"** has the meaning ascribed thereto in clause 18.2 (*Non-variation and amendment*);
- 2.8. **"Formal Quotation Documents"** has the meaning ascribed thereto in clause 4.4.3.1 (*Level 3 Works*);
- 2.9. **"Formal Briefing Session"** has the meaning ascribed thereto in clause 4.4.3.2 (*Level 3 Works*);
- 2.10. **"Good Industry Practice"** applying, in relation to the manner in which the Works are performed, the standards, practices, methods and procedures conforming to applicable Law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;
- 2.11. **"Indulgence"** has the meaning ascribed thereto in clause 22.3 (*Miscellaneous*);
- 2.12. **"Information Regulator"** means the Information Regulator established in terms of section 39 of POPIA;
- 2.13. **"Instruction"** means an instruction by the UFS to the Contractor, instructing the Contractor to proceed with specific Works;
- 2.14. **"Law"** means all applicable laws, ordinances, regulations, judgements and orders of any competent court, governmental agency or authority in any relevant jurisdiction within the Republic of South Africa;
- 2.15. **"OHASA"** means the Occupational Health and Safety Act 85 of 1993, as amended, varied or replaced from time to time;
- 2.16. **"Parties"** the UFS and the Contractor and any reference to **"a Party"** shall refer to one of the relevant Parties as required by the context;
- 2.17. **"Personal Information"** means information relating to an identifiable living natural person, or an identifiable existing juristic person, as described in section 1 of POPIA and which includes special personal information, as defined in section 1 of POPIA;
- 2.18. **"POPIA"** means the Protection of Personal Information Act 4 of 2013, as may be amended, varied or substituted, from time to time;

- 2.19. **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including
- 2.19.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
  - 2.19.2. dissemination by means of transmission, distribution or making available in any other form; or
  - 2.19.3. merging, linking as well as restriction, degradation, erasure or destruction of information,
- and **"Process"** and **"Processed"** have corresponding meanings;
- 2.20. **"Representative"** refers to a representative and/or employee of the University Estates Department of the UFS;
- 2.21. **"RFQ"** refers to a "Request for Quotations";
- 2.22. **"Schedule"** means any schedule annexed to the main body of this Agreement;
- 2.23. **"Signature Date"** the date of last signature of this Agreement by the Parties thereto;
- 2.24. **"Site"** means –
- 2.24.1. the residences, academic buildings and support services buildings located on any one of the Campuses as identified by the UFS from time to time; and
  - 2.24.2. any other area located on any Campus as indicated by the UFS from time to time,
- and at which the Contractor may be requested by the UFS to perform the Works;
- 2.25. **"UFS"** means the Party referred to in clause 1.1 (*Parties*) of this Agreement;
- 2.26. **"UFS Personal Information"** has the meaning ascribed thereto in clause 21.1 (*Protection of Personal Information*);
- 2.27. **"Urgent Works"** has the meaning ascribed thereto in clause 4.5.1 (*Urgent Works*);
- 2.28. **"VAT"** means Value Added Tax levied in terms of the Value Added Tax Act, 89 of 1991, as amended from time to time;
- 2.29. **"Works"** means the works to be performed by the Contractor part of the Instruction.

### 3. INTERPRETATION

This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise:

- 3.1. References to the provisions of any Law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement
- 3.2. References to **"Parties"** shall include the Parties' respective successors-in-title and, if permitted in this Agreement, their respective cessionaries and assignees.
- 3.3. References to a **"person"** shall include an individual, firm, company, corporation, juristic person, and any trust, organisation, associations or partnership, whether or not having separate legal personality.
- 3.4. References to **"clauses"**, **"sub-clauses"** and **"Schedules"** are references to the clauses, sub-clauses and Schedules of this Agreement.
- 3.5. References to any other contract or document shall include (subject to all approvals required to be given pursuant to this Agreement for any amendment or variation to or novation or substitution of such contract or document) a reference to that contract or document as amended, varied, novated or substituted from time to time.
- 3.6. The headings of clauses, sub-clauses and Schedules are included for convenience only and shall not affect the interpretation of this Agreement.
- 3.7. Words in parentheses and italics appearing after a clause reference or a reference to a Schedule are inserted for ease of reference only.
- 3.8. The Schedules to this Agreement are an integral part of this Agreement and references to this Agreement shall include the Schedules.
- 3.9. The Parties acknowledge that each of them has had the opportunity to take legal advice concerning the Agreement, and agree that no provision or word used in this Agreement shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Agreement or

any part of it.

- 3.10. Words importing the singular number shall include the plural and *vice versa*, and words importing either gender or the neuter shall include both genders and the neuter.
- 3.11. References to **"this Agreement"** shall include this Agreement as amended, varied, novated or substituted in writing from time to time.
- 3.12. If any definition in clause 2 (*Definitions*) contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of this Agreement.
- 3.13. General words preceded or followed by words such as **"other"** or **"including"** or **"particularly"** shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words.
- 3.14. The termination of this Agreement shall not affect any provisions of this Agreement or which must of necessity continue to have effect after such termination, notwithstanding the fact that the provisions themselves do not expressly provide for this.

#### 4. GENERAL PROCEDURES

##### 4.1. General

The UFS shall categorise the scope of the Works to be performed in terms of the estimated monetary value of such Works. The applicable categories are as follows:

- 4.1.1. **Level 1:** Works in respect of which the estimated budget falls below R1,000.00.
- 4.1.2. **Level 2:** Works in respect of which the estimated budget falls between R1,000.00 and R50,000.00.
- 4.1.3. **Level 3:** Works in respect of which the estimated budget falls above R50,000.00.
- 4.1.4. **Level 4:** Urgent Works

##### 4.2. Level 1 Works

- 4.2.1. The UFS shall provide the Contractor with a written request to perform identified Works each and every time that the UFS requires the services of the Contractor in relation to Works in respect of which the estimated budget falls below

R1,000.00 (ONE THOUSAND RAND) (referred to in this clause 4.2 as a **"Schedule 1 Work Order"**).

- 4.2.2. After the UFS has sent the Schedule 1 Work Order to the Contractor, the Contractor shall proceed to perform the Works in question unless it informs the UFS that it does not have the capacity or expertise to perform the Works.
- 4.2.3. Should the Contractor have the capacity and requisite skills to perform the Works, the Contractor shall proceed to perform such Works in the manner and within the timeframes as set out in Schedule 1.

##### 4.3. Level 2

- 4.3.1. The UFS shall provide the Contractor with a written request to perform identified Works each and every time that the UFS requires the services of the Contractor in relation to Works in respect of which the estimated budget falls above R1,000.00 (ONE THOUSAND RAND) but below R50,000.00 (FIFTY THOUSAND RAND) (referred to in this clause 4.3 as a **"Schedule 2 Work Order"**).
- 4.3.2. After the UFS has sent the Schedule 2 Work Order to the Contractor in relation to Works, the Contractor shall have 2 (TWO) Business Days to either –
  - 4.3.2.1. provide the UFS with a quotation to perform the Works in question (the **"quotation"**); or
  - 4.3.2.2. inform the UFS that it does not have the capacity or expertise to perform the Works.
- 4.3.3. The Contractor shall be required to indicate a timeframe for the completion of the Works on its quotation, including a forecast containing implementation variables as may be reasonably foreseen (to the extent applicable).
- 4.3.4. If the Contractor provides the UFS with a quotation, such quotation shall be considered by the UFS in line with its standard procedures and practices. If the UFS approves the quotation, the UFS shall issue a purchase order to the Contractor.
- 4.3.5. For avoidance of any doubt, the Contractor shall not be authorised to



commence with the Works contemplated in this clause 4.3 until it receives a purchase order from the UFS.

- 4.3.6. Once the Contractor has received a purchase order (if and only to the extent applicable as the UFS is not obliged to accept the quotation), the Contractor shall perform the Works in the manner and within the timeframes as set out in Schedule 2.

#### 4.4. Level 3 Works

- 4.4.1. In the event that the UFS requires services of a contractor in relation to work in respect of which the estimated budget falls above R50,000.00 (FIFTY THOUSAND RAND), the allocation of such work shall be subject to an informal RFQ procedure ("referred to in this clause as the **"RFQ procedure"**).
- 4.4.2. In terms of the RFQ procedure, the UFS shall send out a RFQ document setting out a description of the works to be performed and other important information.
- 4.4.3. If the Contractor is desirous to tender a quotation in relation to the works identified in the RFQ document, the Contractor shall-
- 4.4.3.1. timeously submit a quotation in relation to the works identified in the RFQ, together with any other information requested by the UFS (collectively referred to as the **"Formal Quotation Documents"**); and
- 4.4.3.2. attend a formal briefing session (**"Formal Briefing Session"**) in respect of the Works to be performed, to the extent applicable and only if a Formal Briefing Session is scheduled by the UFS.
- 4.4.4. The Contractor shall be required to indicate a timeframe for the completion of the work in question, on its quotation forming part of the Formal Quotation Documents, including a forecast containing implementation variables as may be reasonably foreseen (to the extent applicable).
- 4.4.5. It is hereby recorded that the UFS shall not be obliged to appoint the Contractor to perform the works set out in the RFQ

and the UFS shall be entitled to receive, consider and/or appoint any other third party to perform the works set out in the RFQ.

- 4.4.6. If the UFS appoints the Contractor to perform the works set out in the RFQ, the UFS shall confirm such appointment by way of a purchase order.
- 4.4.7. For avoidance of any doubt, the Contractor shall not be authorised to commence with the works contemplated in this clause 4.4 until it receives a purchase order from the UFS.
- 4.4.8. Once the Contractor has received a purchase order (if and only to the extent applicable as the UFS is not obliged to appoint the Contractor), the Contractor shall perform the Works in the manner and within the timeframes as set out in Schedule 3.

#### 4.5. Level 4 Works

- 4.5.1. The urgency of all crisis-or-emergency related work (the **"Urgent Works"**) requested by the UFS to be performed by the Contractor, shall be determined by a Representative of the UFS and communicated to the Contractor via telephone (**"Telephonic Request"**) or in writing by means of a Schedule 4 Work Order to perform the Works as set out therein.
- 4.5.2. If the Contractor is willing and able to assist with the Urgent Works, the instruction shall proceed in the manner set out in Schedule 4.

#### 4.6. Deviations and/or delays

- 4.6.1. In the event of an emergency, the Contractor shall contact the UFS telephonically and make arrangements with the UFS for deviating from the quotation, or other forecast or schedule agreed between the Contractor and the UFS, as the case may be.
- 4.6.2. In the event of the occurrence of an unforeseen circumstance delaying, or which may reasonably delay, the completion of the Works, the Contractor shall within 1 (ONE) calendar day after becoming aware of such circumstance inform the UFS of such occurrence or possible occurrence and anticipated delay.

- 4.6.3. Any relief granted to the Contractor from liability and penalties for the Contractor's failure to timeously complete the Works as provided in terms of this Agreement in terms of clause 4.6.2 shall be in respect of the period which commences on the date upon which the UFS has received notice from the Contractor of the circumstance referred to in clause 4.6.2 or the date on which such circumstance has occurred, whichever is the later date, until such circumstance has ceased to exist; provided that if such circumstance continues for a period of more 21 (TWENTY-ONE) Business Days either of the Parties shall be entitled to terminate this Agreement.

## 5. GENERAL CONDITIONS

### 5.1. The Contractor shall –

- 5.1.1. perform the Works as requested from the UFS from time to time in accordance with the provisions of this Agreement read with the applicable Schedule;
- 5.1.2. provide the UFS with any information and reports reasonably requested by the UFS in connection with the Works;
- 5.1.3. at its own cost and expense be responsible to maintain, replace and replenish its own equipment which may be required to perform the Works;
- 5.1.4. be responsible for obtaining all licenses, permits or authorisations required by it for the purposes of performing the Works (if any);
- 5.1.5. avoid undue hindrance, interruption or interference with the operations of the UFS or otherwise hinder the activities of the UFS and its employees, save to the extent entitled to do so in terms of this Agreement or as may be reasonably necessary for the performance of the Works under this Agreement;
- 5.1.6. perform the Works in an efficient manner and must at all times be integrated with the daily activities on the campus of the UFS in such a way that the day-to-day activities are not prejudiced, with the inclusion of, but not limited to, academic processes, such as classes, studies, research, the execution of practical and written examinations (to the extent possible);
- 5.1.7. be responsible to ensure that its employees comply with the UFS' policies, procedures, protocols and directives as may be applicable to the Works and that its employees perform the Works in accordance with the provisions of this Agreement;
- 5.1.8. ensure that its company name is clearly visible on all worker uniforms;
- 5.1.9. ensure that when any of its personnel is absent, whether owing to leave, illness or any other reason, they are replaced by equally competent personnel for the duration of their absence;
- 5.1.10. provide and maintain in good order and condition all the required materials, equipment, vehicles and machines necessary to meet and carry out the Works and its obligations in terms of this Agreement; and
- 5.1.11. adhere to the requirements of POPIA, and any other applicable legislation, in so far as the UFS is obliged to provide the Contractor with information in terms of this Agreement (including, without limitation, any Personal Information of staff or students).
- 5.2. The Contractor shall not be relieved of any obligation, responsibility or liability under this Agreement by the appointment of any sub-contractors to carry out any part of the Works. As between the Contractor and the UFS, the Contractor shall be responsible for the payment, performance, acts, defaults, omissions, breaches and negligence of all sub-contractors. All references in this Agreement to any performance, payment, act, default, omission, breach or negligence of the Contractor shall be deemed to include any of the same by sub-contractors.
- 5.3. The Contractor shall submit an annual health and safety plan to be approved by the UFS and the mandatory agreement as contemplated in terms of section 37(2) of the OHASA. The Contractor is responsible for the yearly revision or amendments of the health and safety plan.
- 5.4. Works carried out in residences, shall be performed by the Contractor only after 10:00 AM, unless classified as an emergency. The performance of any such Works by the Contractor must -



- 5.4.1. be accompanied by an HRA (Housing and Residence Affairs) representative at all times; and
- 5.4.2. be accompanied by the Contractor signing the residence register each and every time upon entry to the residence in question.

## 6. STANDARDS

6.1. The Contractor shall perform the Works –

- 6.1.1. in accordance with the provisions of this Agreement;
- 6.1.2. in accordance with the –
  - 6.1.2.1. DHET norms and standards; and
  - 6.1.2.2. University Estates' standards as set out in the Technical Manual;
  - 6.1.2.3. SANS 10400;
  - 6.1.2.4. NBR (National Building regulations and
  - 6.1.2.5. SABS (South African bureau of Standards;
- 6.1.3. in accordance with Good Industry Practice and with the highest degree of care, diligence and commitment to providing a service reasonably required to the satisfaction of the UFS as well as reasonable guidelines agreed with the UFS from time to time;
- 6.1.4. in a manner that complies with and meets the requirement of all applicable Law and the rules of any professional regulatory body;
- 6.1.5. in a timeous manner, within such turnaround times as agreed upon between the Parties and communicated by the UFS when instructing the Contractor to perform Works pursuant to this Agreement from time to time;
- 6.1.6. in a manner where reasonable measures, times, methods of work, and precautions are taken to minimize and prevent nuisance, interference, disruption or other inconvenience to the operations of the UFS;
- 6.1.7. utilizing non-hazardous goods, stocks, consumables, materials and equipment that are of a satisfactory quality according to Good Industry Practice and shall ensure that such are maintained in a safe, serviceable and clean condition

and are not used in any manner which obstructs or causes any nuisance or disturbance to the operations of the UFS;

- 6.1.8. in a manner which does not utilise any hazardous or prohibited substances, unless no suitable non-hazardous substance is available, and then only in accordance with Good Industry Practice, and shall ensure that it replaces any hazardous substance with a non-hazardous or less hazardous substance where such is or becomes available;
- 6.1.9. in a manner which gives priority to health and safety in the performance of the Works in order to protect life, health, property and the environment;
- 6.1.10. in compliance with the Occupational Health and Safety Act 85 of 1993, as may be amended, varied or replaced from time to time (to the extent applicable);
- 6.1.11. in compliance with the reasonable policies, procedures, protocols and directives of the UFS as indicated by the UFS to the Contractor (and as may be amended from time to time and communicated to the Contractor);
- 6.1.12. so that all persons employed in connection with the performance of the Works have the necessary skills and experience as required by their respective professions, trades and callings and considering their roles and responsibilities in relation to the Works; and
- 6.1.13. so that all aspects of the Works are supervised by sufficient numbers of persons having adequate knowledge of such matters for the satisfactory and safe performance of the Works having regard to the activities which are carried on at the Sites.
- 6.2. The Contractor shall take all necessary steps to complete the Works within the agreed timeframes communicated to the UFS and it is hereby expressly recorded that the timely execution by the Contractor of the Works is material and of the essence of the Agreement.
- 6.3. The Contractor must execute the Works to the complete and full satisfaction of the UFS.
- 6.4. The Contractor shall, while on the Site(s)

adhere to such standard health and safety and security measures as may reasonably be required and provided by the UFS, and specifically comply with the provisions of the Occupational Health and Safety Act No. 85 of 1993 and other relevant safety laws and regulations as may be applicable.

- 6.5. The Contractor shall, while performing the Works, maintain professional standards of conduct in relation to the representatives, students, agents and employees of the UFS with whom it has contact.
- 6.6. During the Agreement the Contractor shall accept only such other assignments as will not impede its ability or conflict with its obligation to perform the Works and shall devote the necessary time and attention to performing such Works.
- 6.7. The UFS shall monitor and may limit the number of active Instructions assigned to the Contractor under this Agreement to a maximum of 10 (TEN). The UFS may relax this limitation in its discretion (such as in the event of an emergency or if the Works, or any portion thereof are to be performed after business hours).
- 6.8. The UFS shall at all reasonable times and with prior written notice have access to (including the right to reproduce) all records and documentation required by the Contractor to be kept in relation to the Services for purposes of auditing, quality control and monitoring of the Works by the UFS.

## 7. DURATION

- 7.1. This Agreement shall take effect on the Signature Date and shall continue in respect of each Instruction for the duration of such Instruction, until such Works have been completed to the satisfaction of the UFS.
- 7.2. For the avoidance of doubt, this Agreement shall be applicable to each and every Instruction and the termination of a specific Instruction shall not result in the termination of this Agreement in respect of other existing Instructions.

## 8. PAYMENT

- 8.1. The manner of invoicing is dependent on the scope of the Works to be performed by the Contractor in terms of the estimated monetary value of such Works as set out in

clause 4.1 (*General Procedures*) and read with the applicable Schedule.

- 8.2. The UFS shall pay invoices within 30 (THIRTY) calendar days of its submission and delivery to the UFS, unless otherwise agreed by the Parties in writing or unless the UFS is otherwise entitled to withhold payment in terms of this Agreement.

## 9. INDEMNITY

- 9.1. The Contractor indemnifies and shall keep the UFS indemnified at all times against all direct losses sustained by the UFS in consequence of any-
  - 9.1.1. loss of or damage to property caused by the negligence or wilful misconduct of the Contractor or by a breach by the Contractor of an express provision of this Agreement;
  - 9.1.2. breach of a statutory duty arising under any applicable Law;
  - 9.1.3. claim for or in respect of the death or personal injury of any individual; or
  - 9.1.4. other claim, action, charge, cost, demand or expense,(including, without limitation, any legal fees or costs) arising in connection with the performance or non-performance of any of the Works, save to the extent caused by the gross negligence or wilful misconduct of the UFS or by a breach by the UFS of an express provision of this Agreement.
- 9.2. The Contractor further indemnifies the UFS against any claims of the Receiver of Revenue, (PAYE, VAT) Workmen's Compensation Board, Regional Council Board or Unemployment Insurance Fund (UIF) arising from the provision of the Works in terms of this Agreement.

## 10. LIABILITY OF THE CONTRACTOR

- 10.1. In the event of damage to UFS property caused by negligence of the Contractor, the Contractor will be held liable. Should the damage result in an insurance claim, the Contractor will be held responsible for the deductible according to the UFS Construction Risk Insurance Policy. The Contractor must inform the appropriate UFS Representative immediately when such an incident occurs.
- 10.2. Without prejudice to any of the provisions of

this Agreement, the Contractor shall retain control of and remain liable for all actions of its employees, personnel and sub-contractors and accordingly indemnifies and shall keep the UFS indemnified against all losses sustained by the UFS as set out herein, save to the extent that such losses are caused by the gross negligence or wilful misconduct of the UFS.

- 10.3. The Contractor shall ensure that its COIDA insurance is in place for the full duration of this Agreement and that such insurance is sufficient to pay its employees compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases. The UFS shall be entitled to receive a copy of such insurance from the Contractor's insurer and to receive a copy of the Contractor's Letter of Good Standing upon written request thereto by the UFS within 3 (THREE) Business Days.

#### 11. LIMITATION OF THE UFS' LIABILITY

Notwithstanding any provision to the contrary in this Agreement, the Contractor and/or its employees, personnel and sub-contractors shall not be entitled to institute any delictual, contractual or other claim (including any claim pursuant to any indemnity given by the UFS under this Agreement) against the UFS for any indirect or consequential losses or damages (including without limitation, loss of profit, loss of use, loss of production, loss of business, or loss of business opportunity) due to any cause whatsoever.

#### 12. RECTIFICATION OF DEFECTS AND CANCELLATION OF INSTRUCTIONS

- 12.1. The Contractor shall, at its own costs and to the reasonable satisfaction of the UFS or its agents, make good all incomplete and defective work, as pointed out by the UFS or its agents, within 14 (FOURTEEN) calendar days after the completion of the Works. Should the Contractor not comply with this condition, then the UFS shall, without prejudice to any other rights which it may have or remedies which may be available to it, be entitled to withhold any payment which may then be due to the Contractor until such defects have been rectified.
- 12.2. The UFS may retract any or all Instructions in any one of the following events:

- 12.2.1. if the Contractor breaches any material provision of this Agreement or displays inappropriate conduct towards a UFS stakeholder;
- 12.2.2. if the Contractor renders work that is of a poor quality and does not comply with Good Industry Practice or the standards set out in clause 6 (*Standards*);
- 12.2.3. if the Contractor fails to comply with the provisions of OHASA and its regulations;
- 12.2.4. if the Contractor does not have sufficient COIDA insurance in place and/or cannot provide a Letter of Good Standing as contemplated in clause 10.3 (*Liability of the Contractor*);
- 12.2.5. if the Contractor does not meet any of the deadlines contemplated in this Agreement, which includes any of the following:
- 12.2.5.1. not supplying detailed quotations within expected timeframe;
- 12.2.5.2. not completing work within expected timeframe.
- 12.2.5.3. not delivering invoices within 7 (SEVEN) calendar days after receipt of purchase order (or completion of work after receiving purchase order); or
- 12.2.5.4. not completing defective work within 14 (FOURTEEN) calendar days of notice.
- 12.2.6. the occurrence of any disputes between the workers of the Contractor and the Contractor;
- 12.2.7. any action by the Contractor which may place the relationship between the UFS and its end-users (i.e. students, staff and/or visitors) in jeopardy; and/or
- 12.2.8. if the Contractor does not proceed with due diligence after a written warning is issued and continues with non-compliant behaviour after corrective action is required by the UFS in the manner set out in clause 13 (*Breach*).
- 12.3. The UFS shall give a written notice to the Contractor for non-compliance in respect of any provision set out in clauses 12.1 or 12.2 above and grant the Contractor a reasonable opportunity to rectify same in the manner as further set out in clause 12.1 read with

clause 13 (*Breach*). Each offence shall be subject to the following actions by the UFS:

- 12.3.1. First offence shall result in a remedial discussion between the Parties.
- 12.3.2. Second related offence will result in a final warning being issued to the Contractor.
- 12.3.3. On the third written notice, the UFS shall be entitled to remove the Contractor from the University Estates Service Provider List and UFS database.
- 12.4. A written notice as contemplated in clause 12.3 will remain valid for a period of 6 (SIX) months from date of issue.

### 13. BREACH

Should any Party (the “**guilty party**”) commit a breach of this Agreement and fail or refuse to rectify that breach within 14 (FOURTEEN) calendar days after receipt of a written notice from the other Party (the “**innocent party**”), calling upon the guilty party to rectify that breach, the innocent party shall be entitled, without prejudice to any other of his rights, to forthwith cancel this Agreement by written notice to the guilty party.

### 14. DOMICILIUM AND NOTICES

- 14.1. All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either Party in terms of this Agreement or relating to it shall be given in writing and sent by registered post, or delivered by hand, or transmitted by electronic mail to the recipient Party at its relevant address set out below:

- 14.1.1. if to the UFS, at:

Address: University Estates, 205 Nelson Mandela Drive, Park West, Bloemfontein

Postal address: P.O. Box 339, Bloemfontein, 9300

Email address: [UEHelpdesk@ufs.ac.za](mailto:UEHelpdesk@ufs.ac.za)

Marked for: The Senior Director University Estates

- 14.1.2. if to the Contractor, to the address and contact details as set out in the Contract Information Sheet.
- 14.2. Either Party may, by written notice to the other Party, change any of the addresses at which, or the designated person for whose

attention those notices or other communications are to be given.

- 14.3. Any notice or other communication given by any Party to the other Party which –

- 14.3.1. is sent by registered post to the addressee at its specified address shall be rebuttably presumed to have been received by the addressee on the 7<sup>th</sup> (SEVENTH) calendar day after the date of posting; or
- 14.3.2. is delivered by hand during the normal business hours of the addressee at its specified address shall be rebuttably presumed to have been received by the addressee at the time of delivery; or
- 14.3.3. is transmitted by electronic mail to the addressee at the addressee's specified electronic mail address shall be rebuttably presumed to have been received by the addressee on the date of transmission as reflected on the sender's electronic mail records.

- 14.4. The Parties choose their respective physical addresses in clause 14.1 as their respective *domicilia citandi et executandi* at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in the Republic of South Africa, then the original address shall remain the *domicilium citandi et executandi* of the relevant Party until it nominates a new physical address within the Republic of South Africa in writing, to be its new *domicilium citandi et executandi*.

### 15. STATUS OF THE PARTIES

It is recorded that, notwithstanding any provision to the contrary in this Agreement, the status of the Contractor shall be that of an independent contractor, and nothing in this Agreement shall be construed as creating a partnership or a contract of employment between the UFS and the Contractor, and the Contractor will not be, or deemed to be, an agent of the UFS or hold itself out as having authority or power to bind the UFS in any way.

### 16. ALLOWANCE OF AUTHORITY

- 16.1. The Contractor shall at all times strictly execute its tasks, duties and obligations in terms of this Agreement in accordance with instructions given by the UFS through any Representative of the UFS being duly

authorised thereto.

- 16.2. The Contractor may only accept instruction for Works or additional Works from UFS Representatives.
- 16.3. Subject to clause 16.4 below, in the event of general enquiries by the Contractor in relation to the Works or any matters ancillary thereto, the Contractor shall arrange an appointment with the UFS in order to get feedback on same.
- 16.4. It is specifically recorded that the Contractor shall only direct any and all general enquiries and concerns which it may have in relation to the Works, to a UFS Representative.

## 17. ARBITRATION

- 17.1. Should any dispute arise between the Parties to this Agreement with regard to the interpretation, implementation, execution or termination of this agreement, such matter shall be submitted to arbitration.
- 17.2. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act 42 of 1965, provided that –
  - 17.2.1. a single arbitrator shall be appointed; and
  - 17.2.2. the arbitrator shall be a practicing counsel or attorney of not less than 10 (TEN) years standing agreed upon by the parties within 10 (TEN) calendar days after the date on which the arbitration is called for.
- 17.3. If the Parties fail to reach agreement within 10 (TEN) calendar days after arbitration has been called for on the arbitrator to be appointed, such arbitrator shall be appointed by the Chairperson for the time-being of the Free State Office of the Legal Practice Council.
- 17.4. The arbitration proceedings shall take place in Bloemfontein at a venue and time to be determined by the arbitrator.
- 17.5. The arbitration proceedings shall be held informally and in a summary manner, and all procedural requirements and formalities shall be determined by the arbitrator. In determining such formalities and procedure, the arbitrator does not need to observe the normal strict rules of evidence or usual formalities of procedure.
- 17.6. The decision of the arbitrator shall be final

and binding on the Parties.

- 17.7. The cost of the arbitration proceedings shall be borne by the Parties as decided by the arbitrator.
- 17.8. This arbitration clause shall not prevent the Parties from access to an appropriate court of law for –
  - 17.8.1. interim relief in the form of an interdict, mandamus or order for specific performance pending the outcome of an arbitration in terms hereof or in respect of such arbitration or expert determination, as the case may be; and
  - 17.8.2. an order for the payment of a liquidated amount of money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.

## 18. NON-VARIATION AND AMENDMENT

- 18.1. This Agreement shall constitute the entire agreement between the Parties hereto. It is hereby recorded, for the avoidance of any doubt, that neither Party shall be bound by any other preceding agreement, negotiations, terms or conditions, promises, statements, undertakings, warranties or representations, express or implied made by either of them or any of their respective agents, employees or any other person purporting to act for or on behalf of any of the respective Parties.
- 18.2. The Parties agree that no variation, amendment or consensual cancellation of this Agreement (including, without limitation, the provisions of this clause) shall be of any force or effect unless reduced to writing and signed by the Parties hereto by hand. For the avoidance of any doubt, the Parties expressly agree that no variation, amendment or consensual cancellation of this Agreement shall arise or become applicable pursuant to any exchange of “data” by means of an “electronic signature”, or an “advanced electronic signature” (as envisaged, defined and otherwise contemplated in the Electronic Communications and Transactions Act 25 of 2002, as amended from time to time “ECTA”), or otherwise by means of electronic and/or written signed correspondence.
- 18.3. Further to the provisions of clause 18.2, the Parties agree, to the fullest extent permitted



by Law, to exclude the application of section 13 of the ECTA in respect of this Agreement. For the purposes of this Agreement, the Parties agree that their name, identifying information or the name and identifying information of the relevant entity which they represent in relation to the particular correspondence, that appears at or near the end of any electronic mail, electronic correspondence or other written correspondence, as the context may require, shall not in any manner be considered or deemed to constitute their signature or electronic signature, for the purpose of concluding any legal acts in relation to this Agreement.

## 19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

## 20. JURISDICTION

Subject to the provisions of clause 17 (*Arbitration*), each Party consents to the jurisdiction of the Free State High Court, Bloemfontein or, at the UFS' option, the Magistrate's Court, in regard to any claim against it arising out of this Agreement, notwithstanding that the amount of the UFS' claim may exceed the jurisdiction of the latter court.

## 21. PROTECTION OF PERSONAL INFORMATION

- 21.1. The Parties hereby acknowledge and agree that in the course and scope of the relationship envisaged in terms of this Agreement, that the Contractor shall be required, from time to time, to Process Personal Information of the UFS, as well as its staff members, students, service providers, contractors and associates of the UFS (referred to as "**UFS Personal Information**").
- 21.2. Pursuant to the provisions of clause 21.1, the Contractor hereby warrants that it shall –
  - 21.2.1. ensure that it secures the confidentiality and integrity of all Personal Information obtained and/or Processed by it or on its behalf in accordance with the provisions of the POPIA;
  - 21.2.2. use the UFS' Personal Information, for no other purposes than that required to comply with its duties under and otherwise give effect to this Agreement, and shall make no such Personal

Information available to any external third party save as provided for in this Agreement and unless it is required for the performance of this Agreement;

- 21.2.3. maintain industry standard administrative, physical and technical safeguards for the protection, security, confidentiality and integrity of the UFS' Personal Information in its custody and control and for the duration of this Agreement and shall ensure that it remains compliant with the provisions of POPIA; and
- 21.2.4. adhere to all applicable data protection regulations, including in particular to any applicable provisions of POPIA, as well as all directives and guidance issued by the Information Regulator.
- 21.3. The Contractor hereby indemnifies the UFS from any liability or loss incurred by the UFS of whatsoever nature as a result of the Contractor's breach of the obligations bestowed on it, in terms of POPIA and this clause 21.

## 22. MISCELLANEOUS

- 22.1. Save as expressly permitted hereunder, a Party shall not, without the prior written approval of the other Party, which shall not be unreasonably withheld, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to any other person.
- 22.2. The Contractor shall not subcontract with any person for the carrying out of any of its obligations under this Agreement, without, in each case, the prior written consent of the UFS, which consent shall not be unreasonably withheld or delayed.
- 22.3. Any relaxation, indulgence or delay (together "**Indulgence**") by either Party in exercising, or any failure by either Party to exercise, any right under this Agreement shall not be construed as a waiver of that right and shall not affect the ability of that Party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against that Party or any other person).
- 22.4. This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one

agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes.

22.5. Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

22.6. The Parties agree to perform, or procure the performance, of all further things, and execute and deliver (or procure the execution and delivery) of all further documents, as may be required by Law or as may be desirable or necessary to implement or give effect to this Agreement and the transactions contemplated therein.

Thus done and signed at.....on this.....day of.....20.....

As witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

For and on behalf of

**THE CONTRACTOR**

by

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

who warrants his/her authority hereto

Thus done and signed at.....on this.....day of.....20.....

As witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

For and on behalf of

**THE UNIVERSITY OF THE FREE STATE**

by

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

who warrants his/her authority hereto

## **SCHEDULE 1: WORK ORDERS BELOW R1 000.00 (ONE THOUSAND RAND)**

1. The UFS shall provide the Contractor with a written Schedule 1 Work Order to perform the Works as set out therein.
  2. The Schedule 1 Work Order shall be
    - 2.1. sent via email to the Contractor at its identified email address as set out in the Contract Information Sheet; or
    - 2.2. transmitted to the Contractor in hardcopy format upon collection by the Contractor from the UFS at its designated address as communicated from time to time.
  3. The Contractor shall within 1 (ONE) Business Day after receipt of the Schedule 1 Work Order –
    - 3.1. acknowledge receipt thereof;
    - 3.2. collect further details of the scope of the Works which are required to be performed; and
    - 3.3. confirm its availability to proceed with the Works and that such instruction shall be performed for an amount below R1,000.00 (ONE THOUSAND RAND) and thus fall within the ambit of this Schedule 1.\*
- \*Please take note that the above information must be communicated to the UFS and may take place via email or over the telephone.*
4. Upon receipt of the Contractor's confirmation that it is willing and able to proceed with the instruction, as contemplated in clause 3.3 above, the Contractor shall proceed with the Works within 48 (FORTY-EIGHT) hours from collecting/receiving the applicable Schedule 1 Work Order
  5. The Contractor shall inform the UFS of the anticipated duration for the carrying out of the Works in the event that it is anticipated to take longer than 2 (TWO) Business Days to complete the Works in question.
  6. The Contractor shall upon completion of the Works as set out in the applicable Schedule 1 Work Order, provide the UFS with a detailed, itemized quotation for the Works (the "**Schedule 1 Quotation**"), within 2 (TWO) Business Days from the date of completion of the Works.
  7. The UFS reserves the right to query any quotation and to request an additional break-up of tariffs or bulk priced items. The Contractor shall provide sufficient proof of cost or mark-up when so requested by the UFS.
  8. Upon receipt of the Schedule 1 Quotation, the UFS shall either –
    - 8.1. accept the quotation and deliver a written purchase order ("**Purchase Order**") in respect thereof to the Contractor; or
    - 8.2. dispute in good faith, any amount, or the calculation, composition or supporting information evidencing any amount, set out in the Schedule 1 Quotation.
  9. In the event of a dispute –
    - 9.1. the UFS shall be entitled to withhold payment of the amount so disputed (the "**Disputed Amount**"); and
    - 9.2. the UFS and the Contractor shall liaise and use reasonable endeavours to agree on the Disputed Amount, subject thereto that if the Disputed Amount is not agreed upon within 10 (TEN) Business Days either party may refer the matter to arbitration in accordance with clause 17 (*Arbitration*) of main body of the Agreement.
  10. The Contractor shall within 5 (FIVE) Business Days from the date of issue of the Purchase Order, submit its valid, itemised and quantified invoice for the Works.



## **SCHEDULE 2: WORK ORDERS BETWEEN R1 000.00 (ONE THOUSAND RAND) AND R50 000.00 (FIFTY THOUSAND RAND)**

1. The UFS shall provide the Contractor with a written Schedule 2 Work Order to perform the Works as set out therein.
2. The Schedule 2 Work Order shall be
  - 2.1. sent via email to the Contractor at its identified email address as set out in the Contract Information Sheet; or
  - 2.2. transmitted to the Contractor in hardcopy format upon collection by the Contractor from the UFS at its designated address as communicated from time to time.
3. The Contractor shall within 1 (ONE) Business Day after receipt of the Schedule 2 Work Order –
  - 3.1. acknowledge receipt thereof;
  - 3.2. collect further details of the scope of the Works which are required to be performed; and
  - 3.3. request urgent access to conduct an on-Site assessment of the scope of the Works to be performed (in the event that the scope of Works is extensive, or if consideration of the Site is required in order to deliver an accurate quotation).
4. The Contractor shall within 2 (TWO) Business Days after receipt of the Schedule 2 Work Order assess the work to be performed and submit a detailed, itemized quotation to the UFS for the carrying out of the Works (the “**Schedule 2 Quotation**”).
5. The Schedule 2 Quotation shall also set out a timeframe for the completion of the Works, including a forecast containing implementation variables as may be reasonably foreseen (to the extent applicable).
6. The UFS reserves the right to query any quotation and to request an additional break-up of tariffs or bulk priced items. The Contractor shall provide sufficient proof of cost or mark-up when so requested by the UFS.
7. The UFS shall consider the Schedule 2 Quotation and issue a written purchase order (“**Purchase Order**”) in the event that the Schedule 2 is acceptable to the UFS.
8. The Contractor shall commence with the Works within 5 (FIVE) Business Days from the date of issue of the Purchase Order.
9. The Contractor shall perform regular quality assessments and, upon completion of the Works, present the UFS with a valid, itemised and quantified invoice (which must be in line with the Schedule 2 Quotation and Purchase Order) within 5 (FIVE) Business Days from the date of completion of the Works.

### SCHEDULE 3: WORKS ABOVE R50 000.00 (FIFTY THOUSAND RAND)

1. In the event that the UFS requires services of a contractor in relation to work in respect of which the estimated budget falls above R50,000.00 (FIFTY THOUSAND RAND), the allocation of such work shall be subject to the RFQ procedure.
2. Upon invitation from the UFS, the Contractor shall be offered the opportunity to participate in the RFQ procedure and to submit the Formal Quotation Documents.
3. As part of the RFQ procedure, the UFS shall issue a RFQ notice setting out the specifications, scope of works and include other documentation relevant to the Works to be performed. This RFQ notice may be-
  - 3.1. sent via email to the Contractor at its identified email address as set out in the Contract Information Sheet; or
  - 3.2. transmitted to the Contractor in hardcopy format upon collection by the Contractor from the UFS at its designated address as communicated from time to time.
4. The UFS may elect to host a Formal Briefing Session in respect of the Works to be performed. Attendance is mandatory for all prospective contractors in the event that such Formal Briefing Session is hosted by the UFS.
5. If the Contractor wishes to apply to perform the Works, it shall be required to attend the Formal Briefing Session (if applicable) and submit the Formal Quotation Documents.
  - 5.1. The Formal Quotation Documents shall be submitted to the UFS for consideration by the due date as communicated by the UFS.
  - 5.2. The Formal Quotation Documents must be transmitted to the UFS via email for consideration at the following email address [Quotations4UE@ufs.ac.za](mailto:Quotations4UE@ufs.ac.za).
6. When composing the Formal Quotation Documents, the Contractor shall assess the background, scope of work to be performed, timelines, etc. in order to determine whether it wishes to apply to perform the Works, subject to clause 7 below.
7. It is the sole responsibility of the Contractor to clarify any possible uncertainties and ambiguities in the RFQ notice and/or in respect of the Works, or the carrying out of the Works (including the schedule and programme for the carrying out of the Works), prior to submitting any proposal and/or quotation to the UFS.
  - 7.1. The Contractor shall not be entitled to claim any relief or relaxation for the timeous carrying out of the Works, or to rely on any defence or argument pertaining to its failure to timeously and/or adequately perform the Works, which is due to the Contractor's inadequate understanding of what is required in respect of the Works to be performed.
  - 7.2. Any uncertainties and ambiguities must be clarified by the Contractor prior to submitting any Formal Quotation Documents.
8. Should the Contractor wish to apply to perform the Works, it shall timeously submit –
  - 8.1. a written proposal setting out the maximum duration of the Works and a full timeframe for the completion of the Works, including a forecast containing implementation variables as may be reasonably foreseen (to the extent applicable); and
  - 8.2. a detailed, itemized quotation to the UFS for the carrying out of the Works in accordance with the RFQ notice (“**Formal Quotation**”).
9. The UFS shall consider the Formal Quotation issued by the Contractor, but shall not be obliged to appoint the Contractor to perform the Works. Only in the event that the UFS accepts the Contractor's Formal Quotation, will the Contractor be deemed to be appointed to perform the Works and issued with a formal written purchase order (“**Purchase Order**”).
  - 9.1. If the Formal Quotation is not approved, then the Contractor shall not receive a written Purchase Order. It is recorded for the avoidance of doubt that the Contractor shall not be remunerated for any Works in the absence of a written Purchase Order from the UFS
  - 9.2. If the Formal Quotation is approved, the Contractor shall commence with the execution of the Works within 5 (FIVE) Business Days from the date of receiving or collecting the Purchase Order from the UFS.

10. The UFS reserves the right to query any quotation and to request an additional break-up of tariffs or bulk priced items. The Contractor shall provide sufficient proof of cost or mark-up when so requested by the UFS.
11. The Contractor shall perform regular quality assessments and, upon completion of the

Works, present the UFS with a valid, itemised and quantified invoice (which must be in line with the Formal Quotation and Purchase Order) within 5 (FIVE) Business Days from the date of completion of the Works.

#### SCHEDULE 4: URGENT WORKS

1. The UFS shall be entitled to request the Contractor to assist with Urgent Works from time to time, which shall be communicated by the UFS to the Contractor via telephone (**"Telephonic Request"**) or in writing by means of a Schedule 4 Work Order to perform the Works as set out therein.
2. The Schedule 4 Work Order shall be
  - 2.1. sent via email to the Contractor at its identified email address as set out in the Contract Information Sheet; or
  - 2.2. transmitted to the Contractor in hardcopy format upon collection by the Contractor from the UFS at its designated address as communicated from time to time.
3. The Contractor shall –
  - 3.1. within 1 (ONE) hour after receipt of the Telephonic Request or Schedule 4 Work Order; or
  - 3.2. within such timeframe as the UFS may notify the Contractor from time to time,confirm whether it shall be able and willing to perform the Urgent Works within the turnaround times communicated by the UFS, subject thereto that in the event that the Contractor fails to notify the UFS in the aforesaid timeframe or is unavailable to perform the Urgent Works, the UFS may employ the services of another contractor or third-party.
4. If the Contractor has confirmed that it is able and willing to perform the Urgent Works within the turnaround times communicated by the UFS, the Contractor shall immediately proceed to –
  - 4.1. collect (from the Representative of the UFS) further details of the scope of the Urgent Works which are required to be performed;
  - 4.2. assess and act in accordance with UFS representative's instruction to secure the extent of the emergency and critical situation in respect of such Urgent Works; and
  - 4.3. perform requested services in relation to the Urgent Works; and
  - 4.4. inform the UFS Representative of the estimated cost in the event that such cost is estimated to exceed R10,000.00 (TEN THOUSAND RAND).
5. In the event that a Telephonic Request was made to the Contractor, the UFS shall issue a Schedule 4 Work Order to the Contractor as soon as possible after receiving the Contractor's confirmation that it is willing and able to perform the Urgent Works.
6. The Contractor shall provide a provisional quotation within 1 (ONE) day after confirming its availability to perform the Urgent Works (**"Provisional Quotation"**).
7. The Provisional Quotation shall include an estimated timeframe for the completion of the Urgent Works.
8. The UFS shall consider the Provisional Quotation and issue a written purchase order (**"Purchase Order"**) in the event that the Provisional Quotation is acceptable to the UFS.
9. The Contractor shall commence with the Urgent Works as soon as practically possible upon receipt of the Purchase Order unless instructed and agreed otherwise by the Parties (for example, if the UFS instructs the Contractor to proceed immediately upon receipt of the Provisional Quotation but prior to issue of the Purchase Order).
10. The Contractor shall upon completion of the Urgent Works, present the UFS with a detailed, itemized final quotation for the Urgent Works (**"Final Quotation"**), within 2 (TWO) Business Days from the date of completion of the Urgent Works as set out in the Schedule 4 Work Order.
11. The UFS reserves the right to query any quotation and to request an additional break-up of tariffs or bulk priced items. The Contractor shall provide sufficient proof of cost or mark-up when so requested by the UFS.
12. Upon receipt of the Final Quotation, the UFS shall either –
  - 12.1. accept the Final Quotation and amend its Purchase Order (as required); or
  - 12.2. dispute in good faith, any amount, or the calculation, composition or supporting information evidencing any amount, set out in the Final Quotation.
13. In the event of a dispute –
  - 13.1. the UFS shall be entitled to withhold payment of the amount so disputed (the **"Disputed Amount"**); and

13.2. the UFS and the Contractor shall liaise and use reasonable endeavours to agree on the Disputed Amount, subject thereto that if the Disputed Amount is not agreed upon within 10 (TEN) Business Days either party may refer the matter to arbitration in accordance with clause 17 (*Arbitration*) of the main body of the Agreement.

14. The Contractor shall within 5 (FIVE) Business Days after the Final Quotation has either been

- 14.1. approved as per paragraph 12.1 above; or
- 14.2. the Disputed Amount agreed between the Parties and incorporated in an amended Purchase Order,

submit a valid, itemised and quantified invoice for the Urgent Works.

## **Addendum D**

### **APPOINTMENT OF ELECTRICIANS AND MECHANICALS IN THE BUILDING INDUSTRY**

For the sake of fairness and transparency, the University has appointed a committee to assist in the appointment of professional firms for building projects.

The approach followed is to make the most suitable appointment in respect of each discipline for every project, but to also not exclude persons or firms who might indeed deliver a service.

Consultants should feel free to approach the University to make sure that the University is aware of their expertise, experience and availability.

Such a submission must be complete and include the following:

- \* Firm's name/names
- \* Complete address/es of offices and business premises
- \* Specialization
- \* Names of directors/partners
- \* Qualifications of directors/partners
- \* Registration numbers and bodies registered with (firm and individuals)
- \* Memberships
- \* Staff and staff members' qualifications, registrations and memberships
- \* Previous and current projects
- \* VAT clearance certificate
- \* Client references
- \* Statement of intent and review of expertise
- \* Black-empowerment status
- \* CIDB Certificate
- \* Wiring licences issued by the ECB (Electrical Contracting Board) of the electrician/s concerned under whose supervision electrical work will be done. All licences must be valid for the current year/financial year. In addition, it is an absolute requirement that these electrician/s must be employed by your business and must supervise electrical work directly.
- \* Registration of your business with the Electrical Bargaining Council.
- \* Letter/Certificate is issued by the Workman's Compensation Commissioner (Dept. of Labour) confirming that your business is registered and accounts fully paid.
- \* Registration of your business with the ECA (Electrical Contracting Association): Not compulsory, but recommended.
- \* DOL: OHSA 1993: EIR Registration 6 (4): Registration of Electrical Contractor valid certificate.

It is important to note that the making of a submission will not necessarily lead to an appointment.

Applications may be handed in at Jennie 051 401- 3186, University Estates, Main Campus, Bloemfontein.