



STRATEGIC PROCUREMENT

**Request for Proposals
No. 065/10/05/2010**

**The Provision of Gardening Services
to CSIR**

FORM OF OFFER
(please submit this page separately)



REFERENCE: No. 065/10/05/2010

GROUNDS AND GARDEN MAINTENANCE

Total Monthly Price (**garden services**) : R

Total Monthly Price (**grass services**) : R

Total Monthly Price (**garden and grass services**) : R

Add 14% VAT : R

TOTAL QUOTED PRICE : R

Please Note: Clause 5.18

COMPANY NAME:					Vendor No
Legal Address (Domicillium citandi et executandi)					
PHONE / CELL / FAX :					
TRADEWORLD REG No:		IS YOUR COMPANY VAT REGISTERED? *	Yes	No	
COIDA REGISTRATION No:					
CIDB REGISTRATION No:		CIDB CATEGORY			
NUMBER OF DAYS FROM RECEIPT OF OFFICIAL PURCHASE ORDER TO COMMENCEMENT OF WORK.					

ATTACH LETTER OF GOODSTANDING FROM WORKMAN'S COMPENSATION REGARDING COIDA.

This done and signed at..... on

For and on behalf of the contractor who by signature hereby warrants authorization.

Signature:

As Witness.....

Name (print).....

Name (print).....

1 BACKGROUND

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR's main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

The service provider must be able to provide gardening services which meet the requirements of ISO 14001 as CSIR Pretoria is certified for ISO 14001. The service provider must be able to provide accurate information of the services delivered to the CSIR Pretoria site. The service provider should also look into different opportunities and potential opportunities of improving the image of the garden on the CSIR Pretoria site.

2 INVITATION FOR PROPOSALS

Proposals are hereby invited for the provision of gardening services to the CSIR Main Site in Pretoria. Address, Meiring Naudé Road, Brummeria Pretoria

3 SITE MEETING/BRIEFING SESSION

A site meeting will be held for all contractors to inspect and to ascertain the amount and nature of work required prior to submitting their proposal where a project manager will be in attendance on the date and site as detailed below.

DATE : 03 August 2010
TIME : 11h00
VENUE : Steenbok Boardroom-Building 35

4 PROJECT PROGRAMME

The Project Programme, as currently envisaged, incorporates the following key dates:

- Issue of proposal documents : 28 July 2010
- Briefing Session : 03 August 2010
- Closing/submission Date : 10 August 2010

5 PROJECT SCOPE

The gardening services to be provided to the CSIR Pretoria site by the contractor or service provider shall include but are not limited to the services as per "Annexure A".

- 5.1 In order to prove ability and capacity to deliver on the requirements, the service provider shall furnish CSIR Facilities Management with a monthly plan / schedule, detailing the manner in which all areas on the CSIR Pretoria site shall be adequately covered. Any additional services should also be included in the plan / schedule.

- 5.2 The service provider shall also furnish CSIR Facilities Management with a report on at least a monthly basis, stating services delivered as well as progress made in implementation of the plan / schedule furnished to CSIR Facilities Management.

In cases where the report indicates that service delivery has fallen behind, or that any service(s) specified in the plan has been omitted plans to deliver on undelivered services, and reasons for any omitted services shall form part of the three monthly report. Plans to prevent reoccurrences shall also be part of the report.

- 5.3 The implications are that the abovementioned areas must at all times be well maintained with an even cut appearance, squared off lawns and weed-free cultivated flowerbeds.
- 5.4 The height of the grass and edges shall not exceed 3cm in winter and 6cm in summer. The cut must be smooth and even and not at various heights. Grass cuttings/clippings should be raked and removed immediately. All reasonably level lawn areas shall be cut with lawn mowers and not with "weed eaters". "Weed eaters" shall only be used on steeply sloped and undulating areas where it is impractical to use wheeled lawn mowers that achieve a more uniform cutting height and provide for grass and weed cutting catch boxes. These cutting catch boxes shall be used at all times. The use of blowers must be carefully used as they invariably blow cuttings into drains and furrows which become blocked to rain water.
- 5.5 Clover and other weeds must be removed from lawns and grassed (kikuyu) areas regularly. This may be done manually. Use of herbicides will not be allowed .
- 5.6 Flower beds shall be manually cleaned of weeds and alien vegetation and kept cultivated. Dead vegetation and wood shall be trimmed back and removed from site.
- 5.7 Hard surfaced areas such as all parking areas (including under cover areas), paved and gravel pathways and roads shall be weed-free and litter and debris free.
- 5.8 Around beam erm areas encroaching vegetation should be trimmed back and water channels cleared of rubbish like stones, branches, and decaying vegetation
- 5.9 The works shall be carried out in accordance with this specification to the satisfaction of the Manager: Properties
- 5.10 The contractor shall attend an inspection at a mutually agreed time together with the Manager or Representative of the area maintained on submission of monthly Invoices
- 5.11 The contractor shall provide all necessary supervision during the execution of the works and as long thereafter as the Manager: Properties may consider necessary for the proper fulfilment of the Contractor's obligations in terms of this tender and the relevant Acts e.g. Occupational & Health Safety Act (OHS Act) & Basic Conditions of Employment Act (BCOE Act). The competent and authorised Supervisor appointed in writing for this site, shall be present for the duration of every workday, to ensure compliance in accordance with this Specification
- 5.12 The contractor shall be responsible for all own staff administration, related duties and all matters regarding Labour Relations and compliance with the OHS Act & BCOE Act and Workmen's' Compensation Act (WC Act).

- 5.13 The contractor shall ensure that suitably trained staff is available on Mondays to Fridays from 07:30 to 16:00 based on a 40 hour week with half an hour meal interval to be negotiated with the contractor's staff. The implication is that the staff quota will always be full regardless of leave, absenteeism, and time off, doctor's appointments, training or any other matter for which staff require time off work however insignificant it might be. Their conditions of employment shall be provided in compliance with the Basic Conditions of Employment Act 75 of 1997 and Amendments
- 5.14 The contractor shall ensure that windows and motor vehicles are adequately protected against damages or breakages due to all grass and weed cutting operation. In the case of window panes, suitable screens must be installed to prevent inadvertent damage due to the weed eating operation. Where motor vehicles are found to be exposed to weed eating / mowing operations the contractor shall request the owner to move the vehicle to a safe position failing which the cutting/mowing shall be suspended in the affected area. The contractor shall take out adequate insurance to cover for any losses arising from such damages.
- 5.15 The contractor shall supply all "Personal Protective Clothing" as required for each specific duty and shall ensure that all his staff are adequately trained to use it as required so as to ensure the protection for which it is intended.
- 5.16 The contractor shall provide for all transport matters ensuring effective time keeping of his staff, equipment and materials to site and back.
- 5.17 The contractor shall perform a Health & Safety Risk assessment of all working operations to be performed under this contract. An initial site meeting shall be held with the successful Contractor to review his risks assessment and resultant safety plan.

The contractor shall ensure that a current qualified first aid staff member and first aid kit(s), is available at all times to render first aid to his staff.

- 5.18 The contractor shall also demonstrate the capability to deliver inhouse landscaping services, advise and or proposals to the CSIR. The cost for this extra over service will be an additional expenses to the agreed Gardening proposal. All shortlisted proposals will be evaluated taking this requirement into consideration.**

6 COMPLIANCE WITH LEGISLATION

The contractor is to ensure compliance with the provisions of the OHAS Act & all relevant regulations, by all employees of theirs & other contractors on the site.

The contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour in the Gauteng area

7 IDEMNITY

The contractor shall indemnify the CSIR against all claims, etc., which may arise as a consequence of the execution of the contract and is required to sign the attached Form of Indemnity on award of the contract. In the event of injury or damage to the contractor's personnel or equipment, loss or damage of any portion of the works, or of materials destined for the works, public injury, or damage to public property, no claim for damage or responsibility will be accepted by the CSIR.

8 INSURANCE

COIDA:

The contractor shall be registered with the Department of Labour in terms of the Compensation for Occupational Injuries and Diseases Act,(Act No. 130 of 1993) (also known as COIDA) to cover all persons employed by him.

Failure to provide these insurances or to acquire adequate cover could result in the contractor being held directly liable in the event of a claim and shall not discharge the contractor of his liabilities and responsibilities under this contract.

9 PROCUREMENT

The CSIR will apply it's Procurement Policy:

Scoring of points will be as follows:

Price	30
BBBEE Status	20
Functionality (experience; health and safety compliance; equipment and infrastructure; capacity and legislative compliance)	50
TOTAL	100

10 TAX COMPLIANCE

It is the vendor's duty to ensure that their Tax Clearance Status on the CSIR's procurement Database is at all times kept up to date. A respondent with an "expired" Tax Clearance status will not be considered for contract award. No payment will be effected if the CSIR is not in possession of a valid Tax Clearance Certificate.

11 DEFAULT

Should it appear to the CSIR that the contractor is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or in the event of any other failure or default by the contractor, then and in any such events the CSIR may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case the CSIR shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such works as the contractor may have neglected to do, or to take the contract wholly or in part out of the contractor and procure from any other service provider. The contractor shall be responsible for any loss the CSIR may incur by reason of such action as the CSIR may take in terms of this clause.

12 RESPONSIBILITY OF THE CONTRACTOR

The onus rests with the successful contractor that he/she is aware of all the defects and to verify the measurements when quoting for this contract as no additional payments outside this quotation will be made. Contractors should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Contractors or their official representatives who fail to

complete and sign the site attendance register will render their quotation liable for disqualification.

13 NON-RESPONSIVENESS OF QUOTE

Proposals will be considered non-responsive if, amongst others:

- the quotation is not in compliance with the scope of work;
- the contractor has not completed the returnable quotation document in NON ERASABLE INK.
- the Contractor has not completed and signed Returnable Schedules:-
 1. Form of Offer
 2. Annexure C: Contractors Experience
 3. Annexure D: Form of Occupational Health & Safety undertaking
 4. Annexure E: Health & Safety Agreement
- No valid up to date tax clearance certificate;
- the contractor has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

14 ADDITIONAL REQUIREMENTS

- 14.1 The service provider shall provide CSIR Facilities Management with a list of names of its employees who will be rendering the contracted services at specific premises on the CSIR campus. Unidentified employees, and employees whose names do not appear on the list, will not be allowed access to the CSIR premises
- 14.2 A contact person, appointed by the service provider shall be available at all times to deal with problem areas, or to handle other temporary arrangements.
- 14.3 Where practically possible, any complaints regarding the services rendered should receive attention immediately and should be rectified within 24 (twenty four) hours.
- 14.4 The 'gardening services' service provider hereby undertakes to:
- 14.4.1 comply with CSIR's environmental , security, health, safety and emergency measures and procedures, as amended from time to time.
- 14.4.2 comply with the provision of any Act of parliament and its regulations, as well as any legislation, regulations or ordinances of provincial government or local authority which may regulate the contracted services, and to give notice to such authority where notices are required, and to make payment of any fees, levies or tariffs which may be payable in respect of the contracted services. The 'gardening services' service provider accordingly indemnifies CSIR against any loss, costs, damages or expenditure which may arise due to its failure, or omission to comply with the aforesaid legislation, or regulations.
- 14.4.3 take responsibility for ensuring that it's gardening services system is operated in accordance with the hygienic, safety and aesthetic requirements of ISO 14001 environmental management system and the OHSAS 1801 health and safety management system to which CSIR is committed.

15 EQUIPMENT

- 15.1 The service provider shall be responsible for providing and maintaining all, any and any number of machinery, equipment, appliances and tools necessary to render the contracted services effectively and without interruption
- 15.2 The cost for providing and maintaining any number of machinery, equipment, appliances and tools as may be necessary to render the contracted service shall be borne by the service provider.
- 15.3 The contractor shall supply all equipment required to effectively carry out the contract. This equipment must always be kept in safe and in good working order. Extra high demand items such as weed eaters and brush cutters shall be carried to ensure that daily tasks could be completed without lost waiting time. The contractor shall ensure that his equipment is fitted with suitable safety devices and that persons operating such equipment are adequately trained and competent to do so. Regular inspections and maintenance shall be carried out by competent persons so as to ensure safe operation and no time loss occurs due to malfunctioning equipment. Protective covers and guards shall at all times be in place. Electrical points are not available therefore all equipment must be petrol driven

16 SUBMISSION OF PROPOSALS

- 16.1 Proposals should be submitted at CSIR GATE 03 – main reception (in the tender box) at the address mentioned below no later than **11:00 on Tuesday 10 August 2010**. CSIR reserves the right to disregard responses received after the specified due date.

COUNCIL FOR SCIENTIFIC AND INDUSTRIAL RESEARCH (CSIR)
Meiring Naudé Road
Brummeria
Pretoria

- 16.2 Three (3) copies of each proposal must be submitted, including the original. In the event of a contradiction between the submitted copies, the original shall take precedence. Telegraphic, telefax and e-mail proposals will not be accepted.
- 16.3 Pricing schedule and B-BBEE credentials should be submitted with the proposal, but as a **separate document** and no such information should be available in the main proposal.
- 16.4 If a courier service company is being used for delivery of the proposal document, the RFP description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

17 ENQUIRIES AND RESPONSES

- 17.1 Any enquiry regarding this RFP shall be submitted in writing to supplier@csir.co.za with request for proposal **No. 065/10/05/2010 The Provision of Gardening Services to CSIR**.
- 17.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within 60 days from the appointment date, CSIR shall be entitled to appoint the contractor who was rated second, and so on.

18 MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFP must be in English.

19 VERIFICATION OF DOCUMENTS

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.

20 GENERAL RFP TERMS AND CONDITIONS

- 20.1 Where a proposal is not received by the CSIR by the due date, it will be regarded as a late proposal. Late proposals will not be considered;
- 20.2 Each proposal shall be valid for a minimum period of six months calculated from the closing date;
- 20.3 A contractor shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request;
- 20.4 The respondent is responsible for all costs incurred in the preparation and submission of the proposal;
- 20.5 In the case of any accidental discrepancy or doubt as to the meaning or intention of any part of the document(s) connected with this contract, reference must always be made to the project manager. The contractor will be held responsible for any errors that may arise from neglecting to exercise this precaution;
- 20.6 A copy/s of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal;
- 20.7 Kindly note that the CSIR is entitled to:
 - 20.7.1 Amend any RFP conditions, validity period, specifications, or extend the closing date and/or time of RFPs before the closing date. All respondents, to whom the RFP documents have been issued, will be advised in writing of such amendments on time;
 - 20.7.2 verify any information contained in a proposal;
 - 20.7.3 not to appoint any bidder;
 - 20.7.4 vary, alter, and/ or amend the terms of this RFP, at any time prior to the finalisation of its adjudication hereof;
- 20.8 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract;
- 20.9 The CSIR reserves the right not to accept the lowest proposal or any proposal in part or in whole. It normally awards the contract to the Respondent who proves to be fully capable of handling the contract and whose Proposal is technically acceptable and/or financially

advantageous to the CSIR. Appointment as a successful contractor shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within 30 days from the appointment date, CSIR shall be entitled to appoint the contractor who was rated second, and so on;

20.10 The CSIR also reserves the right to award this RFP to:-

20.10.1 an organisation that has strong B-BBEE credentials in terms of current B-BBEE legislation

20.10.2 an organisation that is a joint venture with a black empowered company.

20.10.3 B-BBEE status will be considered as part of the evaluation criteria when evaluating the proposals

20.11 The CSIR also reserves the right to cancel or withdraw from this RFP as a whole or in part without furnishing reasons and without attracting any liability;

20.12 The respondent hereby offers to render all of the services described in the attached documents (if any) to the CSIR on the terms and conditions and in accordance with the specifications stipulated in this RFP documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein);

20.13 This proposal and its acceptance shall be subject to the terms and conditions contained in this RFP document;

20.14 Proposals submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors;

20.15 The respondent shall prepare for a possible presentation should CSIR require such and the respondent shall be notified thereof no later than 4 (four) days before the actual presentation date.

21 EACH PROPOSAL MUST, AT LEAST, INCLUDE THE FOLLOWING

21.1 Company profile;

21.2 Completed and signed CSIR Supplier registration form-attached to proposal invitation;

21.3 Latest Audited Financial Statement and valid Tax Clearance certificate;

21.4 BBEE Certificate;

21.5 The above in addition to specific information requested in the RFP document regarding skills, areas of competence, technical expertise, application references and prices etc.

22 PROSPECTIVE BIDDERS MUST ALSO DEMONSTRATE /PROVIDE THE FOLLOWING IN THEIR PROPOSAL

22.1 Trading history with the CSIR;

22.2 Composition of the team that will be allocated to this project;

22.3 Reasons why you believe the CSIR should award this contract to your company;

22.4 Reference / track of similar project undertaken in the past;

22.5 Proof of registration on the following:

22.5.1 The Workman's Compensation;

22.5.2 Public Liability Insurance

23 CONCLUSION

23.1 Failure to comply with any of the terms and conditions as set out above will invalidate the proposal, and

23.2 The CSIR's decision on the proposals received shall be final and binding.

GARDEN SERVICES

1. FERTILISER: <ul style="list-style-type: none"> • Lawns & beds • Composting 	2 x p.a. Facilities will supply fertiliser 1 x p.a.
2. WEEDS: <ul style="list-style-type: none"> • Lawns • Car shelters • Roads • Fences • Substation 	1 x p.a. 4 x p.a. 1 x p.m as required as required
3. PRUNING: <ul style="list-style-type: none"> • Low & dead branches ,fallen branches • Tree felling • Winter pruning • Remove fallen trees 	1 x .m. daily as required as required
4. LAWN: <ul style="list-style-type: none"> • Plant into open areas (re. shade) • Upgrading 	as required as required
5. FLOWER BEDS: <ul style="list-style-type: none"> • Plant empty spaces • Upgrading • General maintenance & after-care 	As required As required 1 x p.m. rotation
6. GARDEN RUBBLE: <ul style="list-style-type: none"> • Remove to compost & chip area 	Daily/as required
7. NURSERY: <ul style="list-style-type: none"> • Maintain & irrigate • Clean & weed • Move plants • Planting of trees • Preparation of tree planting holes 	3 x p.w. 1 x p.m 2 x p.a. as required as requested
8. POTPLANTS: <ul style="list-style-type: none"> • Maintain & watering • Renewal pots/plants • Supply of new pot plants 	2 x p.w. as required at cost as requested
9. PEST CONTROL ALL SITES: <ul style="list-style-type: none"> • Outside buildings only • Bees • Recreation site 	as requested as requested as requested
10. ROADS & CAR SHELTERS: <ul style="list-style-type: none"> • Sweep & cleaning (grit at car shelters) • Clean car shelters roofs • Normal debris • Post-storm cleaning • Braai areas • Parking areas and all hard surfaces • Treat spillages • Repairs pot holes. • Repairs paving • Empty waste bins at bus stop shelters 	as required as required 2 x p.m. as required 2 x p.w. as required as required as required as required daily

11. ELECRTRIC FENCE: <ul style="list-style-type: none"> • Clean debris • Spray weeds • Trim branches 	2 x p.w. 2 x p.a Facilities supply chemical as required as required
12. IRRIGATION: <ul style="list-style-type: none"> • Operate stations/dragline • Set pumps & check • Repairs to sprayers, valves, broken pipes, etc. (all pipes < 75 mm) • Open main lines & backfill (repairs by Facilities Plumbing) • Pump repairs by Facilities Plumbing • Exclude work on municipal waterlines, except for irrigation purposes <75 mm (repairs by Facilities Plumbing) 	daily daily daily/Facilities supply spares as required as required as required
13 WATER FEATURES: <ul style="list-style-type: none"> • Swimming pool – site house • Buildings 	daily daily
14. WETLAND , BORE HOLE PUMP, SUN PANEL PUMP & SUMP PUMPS: <ul style="list-style-type: none"> • Monitor, record status & report • Clean • Ensure open water flows • Ensure open overflows • Monitor & record rain gauge 	daily daily 1 x p.m. daily as required
15. IRRIGATION DAMS & BLDG 9 SUMP PUMP/RESERVOIRS: <ul style="list-style-type: none"> • Monitor • Clean 	daily daily
16. RUBBLE: <ul style="list-style-type: none"> • Level & clean all areas of trenching • Monitor Scientia campus for tidiness • Clean/pick up all paper, tins, bottles & other rubbish, on campus & all Gate entrances • Wash waste bins • Maintain transport store 	as required daily daily, Service provider supply refuse bags as required 1 x p.w.
17. GENERAL MAINTENANCE: <ul style="list-style-type: none"> • Soccer fields/ Paint lines • Shooting range • Recreation site • Sweep entrances & around of buildings • Clean courtyards 	as required/ Facilities supply paint as required as required daily/as required daily
18. FAUNA & FLORA (Scientia): <ul style="list-style-type: none"> • Monitor wildlife & Field areas • Report injured/sick animals to I/S & assist with caring • Dead animals – burn & bury • Eradicate noxious weeds • Eradicate kakiebos & other invaders 	daily/as required as required as required as required as required

19. STORM WATER CONTROL (Scientia): <ul style="list-style-type: none"> • Post storm cleaning of all exits – pipes & fences – all campus • Drop lawn (levels) open trenches 	as required 1 x p.a.
20. COMPOST: <ul style="list-style-type: none"> • Manage composting & compost site • Chip branches • Turn heaps • Watering of heaps • Sieve compost 	1 x p.w. as required 4 x p.a. as required as required
21. RECREATION SITE & FACILITIES <ul style="list-style-type: none"> • (soccer field, cricket nets, shooting range, tennis & wally ball courts) • Sweep, clean & marking • Preparation of Thusanang for meetings • Maintain waste oil store • Clean braai areas 	daily/as required when requested as required daily/as required daily/as required

ANNEXURE B

GRASS SERVICES

1. LAWN MOWING: <ul style="list-style-type: none"> • Lawns (60ha) • Trim Edges (40 000m) • Road Edges (veld) (20 ha) • Leaf Clearing • Remove grass cuttings 	daily / as required daily / as required daily / as required daily / as required when needed
--	---

Each proposal must reflect separate pricing for gardening services or lawn mowing services and a combination thereof..

ANNEXURE C

FUNCTIONALITY - RESPONDENT'S (COMPANY AND NOT INDIVIDUALS) EXPERIENCE

Type of Work performed	Client's details: where work was performed, contact name and phone number	Date of contract started and completed	Value of contract	Date received letter of award/Purchase Order or handed over the site.

Company's total years of experience including the current year:

ANNEXURE D

FORM OF UNDERTAKING IN RESPECT OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

The Council for Scientific and Industrial Research

Dear Sir

With reference to the Contract entered into between _____

..... (Contractor)
(hereinafter called "the Firm") and the Council for Scientific and Industrial Research, in respect of

.....(Contract Title) . The Firm do hereby undertake to complete the work required in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health & Safety Act, 1993 and the regulations promulgated thereunder.

The Firm further undertakes that all work carried out by it shall take place under constant supervision of a competent employee of the Firm.

Where the said Act or the regulations promulgated thereunder require the designation of a specific supervisor, the Firm shall forthwith in writing appoint a competent person as required.

The Firm shall in writing advise the Council for Scientific and Industrial Research of such appointment prior to commencement of work.

In terms of section 37(2) of the Occupational Health and Safety Act,

I, _____ (full names) being the Chief Executive Officer / authorised representative (delete whichever does not apply) of the Firm, do hereby undertake to ensure that the Firm's employees carry out all such work in accordance with the provisions of the said Act and the regulations promulgated thereunder.

I do hereby agree that the Council for Scientific and Industrial Research shall at all reasonable times be entitled to access the premises on which such work is being performed, in order to conduct inspections and to advise the Firm of any Act or omission by the Firm, which Act or omission constitutes an offence in terms of the said Act or the regulations promulgated thereunder.

Signed : _____

Dated : _____

AGREEMENT

WORK TO BE PERFORMED BY A MANDATORY CONTRACTOR FOR THE CSIR IN TERMS OF THE OCCUPATIONAL HEALTH & SAFETY ACT

For the purpose of the Agreement, "Act" shall mean the Occupational Health & Safety Act No. 85 of 1993, as amended.

In terms of Section 37 (2) of the Act, I
(Name of Firm) _____

hereinafter referred to as "the Firm" and the CSIR, enter into the following agreement as mandatory and employer respectively:

I, _____ (Name of Person), representing the Firm (mandatory) is an employer in its own right with duties as prescribed in the Act and agree to ensure that the work to be executed under the abovementioned contract will be completed in accordance with the provisions of the Act and the Regulations promulgated thereunder.

I, _____ (Name of person), being the Chief Executive Officer of the Firm is, in terms of Section 16 of the Act, the person responsible for ensuring compliance with the provisions of that Act and the Regulations promulgated thereunder in respect of all work undertaken by the Firm on the Site relating to the abovementioned contract.

I, _____ (Name of Person), is the person who, as general supervisor in terms of Section 8 (2) (i) of the Act, has the knowledge and experience necessary to assess the hazards associated with the performance of work or use of machinery relating to the abovementioned contract and has the authority to ensure that precautionary measures taken by the Firm are implemented.

Should I _____ (Name of Person) for whatever reason be unable to perform in terms of this Agreement I shall immediately, in writing, advise the Manager: Properties, Building 35, Scientia Campus, Pretoria, 0001.

The parties acknowledge and agree that in addition to the terms and conditions of this Agreement they are familiar with and are bound by the Act and Regulations made thereunder.

Furthermore in terms of Sec. 89 of the Compensation for Occupational Injuries and Diseases Act

(COIDA) No 130 of 1993 _____ (Name of firm) is registered as an employer in accordance with provisions of the Act, and hereby supply the following information:

- i) Registration Number with the Compensation Commissioner: _____.
- ii) Proof that fees in terms of the COIDA are fully paid up.

No amendment, alteration, addition or deletion hereof shall be of any force or effect unless reduced to writing and signed by all parties to this Agreement or their duly authorised representative.

No cancellation of the agreement shall be of any force or effect unless reduced to writing and signed by the duly authorised representative of the employer.

Signed this day of at.....

.....
BEING DULY AUTHORISED TO SIGN
ON BEHALF OF MANDATORY
(CONTRACTOR)

.....
BEING DULY AUTHORISED TO SIGN
ON BEHALF OF EMPLOYER (CSIR)