

TENDER UJ 04/2007 (T)

APPENDIX A (ii)

CLEANING SERVICE LEVEL AGREEMENT

In respect of

Auckland Park Kingsway Campus : Library, Laboratories and outside areas

between

UNIVERSITY OF JOHANNESBURG



[Full description required
and to correspond with tender]
(Registration number)

ELITE INDUSTRIAL CLEANING (PTY) LTD
1992/07270/07
(Full address)

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CLEANING SERVICE LEVEL AGREEMENT

1. PARTIES

1.1 The Parties to this Agreement are:

1.1.1 **University of Johannesburg;** and

1.1.2 **The Contractor**

1.2 The Parties agree as set out below.

2. DEFINITIONS AND INTERPRETATION

2.1 The headings to the clauses, schedules and annexures of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause, schedule or annexure hereof.

2.2 Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

2.2.1 "**Ad hoc Services**" means services not tendered for in the Tender, but required to be done on an Ad hoc basis due to unforeseen circumstances like abuse, fire, theft, Acts of God and the like;

2.2.2 "**Agreement**" means this Cleaning Service Level Agreement, together with all annexures hereto and letters and notices given in terms hereof from time to time, all read together;

2.2.3 "**Act**" means the Occupational Health and Safety Act, 85 of 1993 (as amended) as well as any regulations in terms thereof;

2.2.4 "**APK Campus Cleaning Area**" means the whole Library, B, C and D Laboratories (including the D1, D2 and D3 Laboratories) and the following buildings and/or areas at, near or in the vicinity of the UJ Auckland Park Kingsway Campus:

2.2.4.1 The B5 Building;

2.2.4.2 The Masada Building

2.2.4.3 Sport Centre/off site clubs, that will be visited during the site inspection such as:-

- West Sport – Perth Road
- Old Rugby Clubhouse and Ablutions
- New Rugby Clubhouse
- Athletics Clubhouse
- Tennis Clubhouse
- The Thatch roof Lapa
- Old Hockey Clubhouse
- Cricket Clubhouse
- Astro Turf Complex
- Eben Cuyler Park

2.2.4.4 The Stores Division with adjacent single quarters;

2.2.4.5 All parking areas and roads;

2.2.4.6 Kingsway Bridge and Entrance gates;

2.2.4.7 Kingsway parking area;

2.2.4.8 The Arts Centre Building and;

2.2.4.9 The Biogenetic Gymnasium at the Sports Bureau.

2.2.5 "**Audited Report**" means a report duly prepared and signed by a qualified firm of chartered accountants, duly approved by UJ;

2.2.6 "**Authorised Representative**" means any of the persons authorised on behalf of UJ to communicate and/or instruct the Contractor regarding the implementation and execution of this Agreement, certified to be so appointed to act on behalf of UJ and bind it accordingly on the issues stipulated in this Agreement;

2.2.7 "**Business Day**" means a day which is not a Saturday, Sunday or official public holiday recognised in the Republic of South Africa;

2.2.8 "**B Laboratory**" means the whole building demarcated as such next to the Ring Building, inclusive of bathrooms, toilets, offices, outside

passages, lifts, stores, laboratories, connecting passages and the bridge area connecting this building to the main Ring Building;

2.2.9 **"B5 Building"** means the premises adjacent B Laboratory, housing, personnel Services and others, "Masada" and "Studietrust" inclusive of bathrooms, toilets, offices, outside passages, stores, stairs, lecture halls and workshops;

2.2.10 **"C Laboratory"** means the whole building demarcated as such next to the Ring Building, inclusive of bathrooms, toilets, offices, outside passages, lifts, connecting passages and the bridge area connecting this building to the main Ring Building;

2.2.11 **"Cleaning Equipment"** means the cleaning materials, equipment and machinery necessary to provide the Cleaning Services in terms of this Agreement, some of which are detailed in Schedule "A";;

2.2.12 **"Cleaning Services"** refers to the cleaning services to be rendered by the Contractor in and on the APK Campus Cleaning Area as envisaged and recorded in this Agreement, and without derogating from the generality thereof, shall include the supply of all necessary cleaning equipment, labour, machinery and materials necessary for the proper execution thereof, as well as the Ad hoc Services authorised in writing by the Authorised Representative;

2.2.13 **"Cleaning Shift"** refers to the daily shift during which the Cleaning Services are to be rendered as detailed in Schedule "A" and amplified in the other annexures;

2.2.14 **"Cleaning Team"** refers to a team of employees/sub contractors of the Contractor, duly qualified, trained and instructed to do the Cleaning Services in terms of this Agreement properly, diligently and effectively, as detailed on schedule "A" hereto;

2.2.15 **"Contractor"** means the person to whom the tender has been awarded to by UJ, being the person detailed on the first page of this Agreement and having the detail as furnished to UJ in the Tender;

2.2.16 **"D1, D2 & D3 Laboratories"** means the building and/or premises demarcated as such next to the Ring Building, inclusive of bathrooms, toilets, offices, lifts, connecting passages, stores, laboratories and the bridge areas connecting these premises to the main Ring Building;

2.2.17 **"Effective Date"** means the date on which the appointment in terms of this Agreement becomes effective, being 1 November 2006, irrespective of the Signature Date;

- 2.2.18 **"Employment Act"** means the Basic Conditions of Employment Act, 75 of 1997 (as amended) as well as any regulations in terms thereof;
- 2.2.19 **"Library"** means the two sections of libraries situated adjacent to the main entrance of the Ring Building and comprising of 7 (seven) floors;
- 2.2.20 **"Meetings"** means a meeting between the Parties as envisaged in clause 8 ("Meetings") hereof
- 2.2.21 **"Parties"** means UJ and the Contractor;
- 2.2.22 **"President"** means the president/chairman for the time being of the Law Society for the Northern Provinces, or if that body is no longer in existence, then the body having regulatory powers of attorneys practising in the Gauteng Province;
- 2.2.23 **"Ring Building"** means the enclosed area of UJ on the corner of Kingsway and University Roads, Auckland Park, being the Administration building of UJ and consisting of 7 (seven) floors with passages, offices, reception areas, lecture halls, exhibition areas, boardrooms, various entrances, lifts and lobbies, a foyer, auditorium, staff restaurant, student clubs, kitchens, bathrooms and toilets as well as a big indoor sports centre, with indoor squash and other courts and "APK" shall have a similar meaning. Same will include all internal areas ranging from the main entrance, up to the end of the foyer and club level area, adjacent to the shopping centre, and the section of quarry tiles directly adjacent to the main building ("the outside stoeps"), the area between the Ring Building and the library ("the library bridge section") as well as the security offices below the library bridge section, but excluding most windows, glass and electrical rooms, which will be specifically pointed out;
- 2.2.24 **"Signature Date"** means the date of the signature of the Party last signing this Agreement in time;
- 2.2.25 **"Tender"** means the documents, completed and submitted by the Contractor or on its behalf to UJ in respect of the Cleaning Services, in accordance with the tender procedures of UJ;
- 2.2.26 **"Tender Specification Document"** means the documents furnished to the Contractor by UJ prior to the Tender, regarding the Cleaning Services and amplifying same;
- 2.2.27 **"UJ"** means the University of Johannesburg, an academic institution registered under the Higher Education Act, Number 101 of 1997 with registration number 49000127681;



2.2.28 "UJ Campuses" means all of the campuses of UJ, being Auckland Park Bunting Road Campus, Auckland Park Kingsway Campus, Doornfontein Campus, East Rand Campus and/or Soweto Campus, or any one of them, as the context may require;

2.2.29 "Working Hours" means the hours during which the Cleaning Services are to be rendered, being the total period of the Cleaning Shifts.

2.3 Any reference in this Agreement to:

2.3.1 a "clause" shall, subject to any contrary indication, be construed as a reference to a clause hereof;

2.3.2 "law" shall be construed as any law (including common or customary law) or statute, constitution, decree, judgment, treaty, regulation, directive, bye-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court;

2.3.3 a "person" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

2.3.4 a "Schedule" or "Annexure" shall, subject to any contrary indication, be construed as a reference to a schedule or annexure hereof;

2.4 Unless inconsistent with the context or save where the contrary is expressly indicated:

2.4.1 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this interpretation clause, effect shall be given to it as if it were a substantive provision of this Agreement;

2.4.2 any reference in this Agreement to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;

2.4.3 any reference in this Agreement to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;

2.4.4 no provision of this Agreement constitutes a stipulation for the benefit of any person who is not a Party to this Agreement;

- 2.4.5 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s;
- 2.4.6 a reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.5 unless inconsistent with the context, an expression which denotes:
- 2.5.1 any one gender includes the other genders;
- 2.5.2 a natural person includes an artificial person and *vice versa*; and
- 2.5.3 the singular includes the plural and *vice versa*.
- 2.6 The schedules or annexures to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules or annexures. To the extent that there is any conflict between the schedules or annexures to this Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 2.7 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.
- 2.8 The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the Party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.
- 2.9 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.10 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 2.11 The use of any expression in this Agreement covering a process available under South African law such as winding-up (without limitation *eiusdem generis*) shall, if any of the Parties to this Agreement is subject to the law



of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.

- 2.12 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

3. INTRODUCTION

3.1 UJ wishes to appoint an agent on an exclusive basis to have the APK Campus Cleaning Area in a clean and acceptable condition for all UJ staff members, students, clients and all visitors at all times, and has invited *inter alia* the Contractor to tender in terms its tender procedures;

3.2 The Contractor possesses the required knowledge and expertise to fulfil such functions in a professional manner, and has completed and submitted the Tender to UJ in terms of such UJ tender procedures;

3.3 UJ is accordingly prepared to appoint the Contractor on an exclusive basis to render the Cleaning Services on its behalf, which appointment the Contractor hereby accepts;

3.4 The Parties have agreed on the terms and conditions of the appointment as set out in this Agreement.



4. APPOINTMENT

4.1 UJ hereby appoints the Contractor as its exclusive agent to perform the Cleaning Services on the terms and conditions set out in this Agreement.

4.2 The relationship between UJ and the Contractor is that of principal and agent and accordingly the Contractor only has the authority granted to it in terms of this Agreement.

4.3 The Contractor shall not be entitled to hold itself out as the agent of UJ in any other manner than what is contemplated in this Agreement.

4.4 It is further specifically recorded that the Contractor shall render its services as contemplated in this Agreement independent to UJ, and that the Contractor is not a labour broker as intended in Schedule 4 of the Income Tax Act, No. 58 of 1962 (as amended) and that UJ shall accordingly not be obliged to withhold any employee tax from the consideration payable to the Contractor for payment to the South African Revenue Services.

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5. **DURATION OF AGREEMENT AND ESCALATION**

- 5.1 This Agreement shall commence on the Effective Date and shall, subject to clause 14 ("Events of Default and Remedies") continue thereafter until the day prior to the 5th (fifth) anniversary of the Effective Date.
- 5.2 UJ hereby grants an irrevocable option to the Contractor to apply each year during the duration of this Agreement on the terms and conditions as stipulated below in clause 5.3 for an increase in the remuneration for the Cleaning Services to be done during the forthcoming year.
- 5.3 Such option shall be exercised by the Contractor-
- 5.3.1 In writing, detailing all aspects on which it relies for such application, eg., without limitation, industry wage increases, inflation, increase in the price of Cleaning Equipment, as well as all such information regarding its financial position, nett profit for the relevant period and other detail which UJ may reasonably require to negotiate a fair and reasonable increase for such further year, the intention being that the Contractor shall as far as possible be placed in the same financial position which it was during the first year of the Agreement; and
- 5.3.2 On or before 90 (ninety) days prior to particular anniversary of the Effective Date, failing which it shall automatically lapse; and
- 5.3.3 Should the Parties fail to reach consensus regarding such increase within 60 (sixty) days after receipt by UJ of such application, such increase will be determined by an independent mediator, appointed by the auditors of UJ for that purpose and agreed by the Contractor and failing agreement, appointed at the request by either Party by the President; and
- 5.3.4 Such mediator shall act as an expert, not as an arbitrator, and shall afford both Parties an opportunity to present their cases in such manner and form as he may regard as reasonable, shall not be bound by the Arbitration Act,1965 (as amended) or similar legislation, and shall give his decision within two weeks of hearing evidence as well as the reasons for his decision; and
- 5.3.5 In the event of an independent mediation as contemplated in the previous sub-clauses, the parties shall cooperate to have the decision made as speedily as possible, accept the mediator's decision as final and binding on them and shall bear the mediator's fees and disbursements in equal shares, unless otherwise ordered by him.
- 5.4 Until the Parties have agreed on another remuneration for a further period, or have so been ordered by a mediator as envisaged above, the Contractor shall not be entitled to any increase in its remuneration.

6. CONTRACTOR'S GENERAL OBLIGATIONS

6.1 Without derogating from any other obligations specified in this Agreement, the Contractor shall-

6.1.1 At all times uphold the image and reputation of UJ, its personnel, lecturers and students, and be professional in its approach to rendering the Cleaning Services as contemplated in this Agreement;

6.1.2 Not make any deliberate statements or ambiguous representations which may prejudice UJ;

6.1.3 Not engage in any policy or trade practice which is or may be prejudicial to the image and reputation of UJ;

6.1.4 Ensure that all law, regulations, by-laws and all statutory requirements relating to the Cleaning Services and/or the UJ Campuses are duly observed and complied with;

6.1.5 Render the Cleaning Services diligently, continuously and faithfully and further, with the highest degree of skill, care and competence, ensuring that all members of the Cleaning Team and the Cleaning Equipment as detailed in Schedule "A" are at all times used. When a member of the Cleaning Team is absent, for whatever reason, including but not limited to leave or illness, the Contractor shall procure that that specific area is still cleaned during the same Cleaning Shift, the Authorised Representative shall be informed without delay and such absent member shall be replaced the following day with another trained and competent member for the full period of such absenteeism;

6.1.6 To amplify the Clean Services, the Contractor records that it shall comply with the applicable provisions of Schedules "B", "C" and "D" hereto, and should there be any uncertainty and/or query regarding the interpretation thereof, it shall be raised, discussed and decided at Meetings;

6.1.6.1 In addition, the Contractor shall procure that the terms and conditions of performance as detailed in Schedules "E" and "F", are complied with on a daily basis;

6.1.6.2 In view of the contents of the said Schedules and in view of the complexity and dynamics of the Cleaning Services, the Parties record that the provisions of these Schedules may be amended from time to time after proper discussion at Meetings and records thereof in the relevant minutes, but always subject to the provisions of clause 2.6 above;



- 6.1.7 Render the Cleaning Services timeously, punctually and with utmost care to minimise any inconvenience to any student, staff member, client and/or visitor of UJ. Should, during the effecting of any cleaning, it be deemed necessary to isolate any section of the APK Campus Cleaning Area, arrangements shall be made with the Authorised Representative, who in turn will make arrangements with the Official in charge of the particular section to be effected by the intended shutdown, prior to proceeding with the intended cleaning activities;
- 6.1.8 Ensure that all its personnel, irrespective of whether such personnel are tasked with dealing with customers or only cleaning the APK Campus Cleaning Area, undergo customer care and technical training in respect of such of the Cleaning Services which they render;
- 6.1.9 Ensure that its personnel attend any training courses offered by the manufacturer/supplier of any Cleaning Equipment;

Training

The successful contractors must submit proof of the training program used for cleaning staff and supervisors. Proof of ongoing training for supervisors and staff should be submitted on a regular basis

- 6.1.10 Procure that areas excluded from this Agreement and as pointed out to the Contractor, like safes, stores, laboratories, etcetera, are not entered, visited or tampered with by it's employees;
- 6.1.11 Observe the necessary care and responsibility for the safe keeping of keys, given to the Contractor for access to specific areas and/or offices, at all times ensuring that such keys are not misused or used to allow access to such unauthorised areas;
- 6.1.12 Ensure that the Cleaning Equipment are stored only in the designated storage facilities at the APK Campus Cleaning Area and further, maintain such stock of Cleaning Equipment in such storage facilities as is sufficient to maintain a prompt, professional and continuous service as envisaged in this Agreement. Without derogating from the foregoing, the Contractor shall procure that at least one month's stock is always so stored and available for immediate use;
- 6.1.13 Provide UJ with ad-hoc reports and any other information regarding the Cleaning Services and this Agreement which UJ may require from time to time, within a reasonable period;
- 6.1.14 Keep such records as are reasonably necessary for safety, performance, complaints, staff attendance and recall purposes of



Cleaning Services, and further, make these records available to UJ within a reasonable period, but not more than 3 (three) Business Days after a request to do so;

- 6.1.15 Advise UJ immediately upon any of the following which may come to its knowledge:
 - 6.1.15.1 Damage to any UJ asset and/or property;
 - 6.1.15.2 Any illegal and/or criminal activities;
 - 6.1.15.3 Any potential conflict with any other contractor of UJ;
 - 6.1.14.4 Any potential labour unrest regarding the Cleaning Services on any UJ Campus;
- 6.1.16 Procure that its cleaning staff shall at all times be neatly and properly clothed in suitable overalls/dust coats in a fashion and manner agreed to by the Authorised Representative, and further, that they only use the designated change rooms, and no other area, to change;
- 6.1.17 Procure that the storage facilities and the change rooms provided by UJ are maintained in a neat, tidy and good condition;
- 6.1.18 Procure that the UJ security and emergency regulations and procedures are at all times and in all respects being complied with by it and its employees and/or sub-contractors;
- 6.1.19 In addition to keeping any area clean, immediately proceed to remove any Cleaning Equipment and/or materials;
- 6.1.20 Procure that all the provisions of the Act at all times be adhered to in all respects as well as by its employees and/or sub-contractors;
- 6.1.21 Remunerate its entire cleaning staff at or above the wage rates gazetted in terms of the particular wage determination legislation in accordance with the Employment Act. Once a year or within such reasonable period as UJ may request, the Contractor shall at its own costs furnish the UJ with an Audited Report to the effect that:
 - 6.1.21.1 at least statutory salaries in accordance with the relevant law are paid to its cleaners and that the conditions of the Labour Relations Act, No 66 of 1995 (as amended) are met;
 - 6.1.21.2 its obligations towards the South African Revenue Services have been complied with;

- 6.1.21.3 as far as needs be, it has complied with the Financial Intelligence Centre Act, 2001 (as amended) and the Compensation for Occupational Diseases Act, 1997 (as amended);
- 6.1.22 Procure that the UJ procedures relating to the Act are complied with at all times;
- 6.1.23 Procure that the Cleaning Equipment at all times conform to the legislated and/or regulated safety standards, and on request, shall present a certificate of compliance with such standards to the Authorised Representative;
- 6.1.24 Procure that at the commencement of this Agreement, all machinery and/or equipment regarding the Cleaning Services, shall be new and supported by a manufacturer's and/or supplier's guarantee of at least a full year warranty against breakages, although two years' warranty would be preferable;
- 6.1.25 At all times refrain from using Cleaning Equipment which had clearly surpassed their normal life span or which is older than 3 (three) years;
- 6.1.26 Furnish a list of Cleaning Equipment to UJ within a reasonable period after the Effective Date when so requested, and at regular intervals thereafter to enable UJ to inspect these machinery and/or equipment regarding its quality, and further, to ensure that specific minimum numbers of these machines are used for purposes of the Cleaning Services;
- 6.1.27 Procure that all Cleaning Equipment are dedicated to the APK Campus Cleaning Area and further, shall refrain from moving and/or using these Cleaning Equipment on other sites which the Contractor may be attending to;
- 6.1.28 Procure that a public liability and general liability insurance policy, of at least R2 million per occurrence, be taken out and maintained at an insurance company, duly approved by UJ. Such policy and proof of enforceability shall be furnished to the Authorised Representative as and when so requested.

6.2 Inspections:

- 6.2.1 UJ reserves the right to authorise inspections by independent inspectors and/or the Authorised Representative to inspect the APK Campus Cleaning Area in order to establish the quality of the Cleaning Services;
- 6.2.2 Such inspections shall in no way absolve, limit and/or reduce the Contractor's liabilities and/or obligations in terms of this Agreement;

- 6.2.3 The Parties shall arrange for the Contractor's representative to be present at every inspection and the Contractor shall procure that all requested information and/or detail regarding such inspection are made available to such inspector;
- 6.2.4 The Contractor shall attend these inspections and make the required information available as envisaged in this sub clause at no additional costs to UJ;
- 6.2.5 The Contractor shall exercise continuous supervision over the cleaners of the Cleaning Team, and carry out inspections from time to time to ensure that a proper service as envisaged in this agreement, is provided at all times;
- 6.2.6 Maintenance inspections shall be carried out regularly on all electrical equipment to ensure that no cleaner is injured by using such equipment;
- 6.2.7 The Contractor shall further ensure that the complaint book/record is perused at the beginning of each shift, in order to ensure that problems raised therein are dealt with during that shift and communicated to the Authorised Representative.

Communication

This book must be monitored on a regular and ongoing basis by both parties to ascertain whether requests and complaints have been acted upon and rectified within the specified time. Furthermore the Contractor should make provision for a method of communication between his supervision and the responsible person at the University.

- 6.3 The Contractor shall be entitled to tender for specific cleaning work on a particular UJ Campus not covered by the Tender, in which event it shall follow the following guidelines and/or procedures in respect of the Ad hoc Service:
 - 6.3.1 Prior to the commencement of any work in respect of Ad hoc Services, the Contractor shall present a quotation in respect thereof to the Authorised Representative;
 - 6.3.2 Such quotation shall be detailed to the extent required by the Authorised Representative;
 - 6.3.3 Once approved in writing by the Authorised Representative and once an official UJ order number has been allocated, the Contractor shall be entitled to commence to render such Ad hoc Services detailed on such approved quotation in accordance with the terms and conditions on this Agreement, and the Parties agree that the

terms and conditions of this Agreement will be applicable in respect thereof;

6.3.4 Any invoices in respect thereof shall, together with the particular order number, be submitted within 30 (thirty) days from date of completion thereof and once same has been duly signed off by the Authorised UJ Representative;

6.3.5 Unless there is an apparent or obvious error in a written order, the Contractor shall proceed to act on such written order, until such order is amended or countermanded, in order to ensure that neither the execution of the Cleaning Service nor the supply of material or labour is delayed by any difference, discrepancy or dispute regarding such order. It shall however immediately communicate such error to the Authorised UJ Representative in order to arrange for a corrected order;

6.3.6 No objection to the description or terms of a written order will be entertained by UJ unless the Contractor lodges such written objection with the Authorised UJ Representative within 21 (twenty one) days of the date of such written order.

6.4 Without derogating from the above, the Contractor shall take the following action should the Contractor's employees participate in strikes, marches, riots or any other actions which fall outside their cleaning duties:

6.4.1 Take all lawful steps to discourage its employees from participating in such actions, whether these were initiated by staff or students of UJ, or by any other outside body;

6.4.2 Control its personnel, restore order or if necessary, to remove them from UJ's premises;

6.4.3 In the case of any strike, stay away or action where no or only a partial service is rendered, and where the Contractor is not responsible for remuneration of such personnel based on the 'no work, no pay' principal or similar grounds, the remuneration for the period concerned shall be adjusted accordingly by UJ. The Contractor will however still be responsible for:

- A partial service to be performed by sufficiently trained staff;
- Areas where continuous service is required (such as public toilets) will be pointed out to the Contractor and replacement cleaning staff shall be arranged by the Contractor to ensure continuity of service at the cost of the Contractor;



6.4.4 In the event of action as detailed above, it is the responsibility of the Contractor to calculate revised invoices and present them for payment at the end of the month wherein which a partial service was rendered. UJ reserves the right to adjust such invoices if not calculated correctly. Such price adjustment could be based on the current salary of such cleaners and supervisors, and should the Parties fail to come to an agreement regarding such revised invoices, either Party may refer such dispute to an independent mediator, mutatis mutandis in accordance with the provisions of clauses 5.3 to 5.5 inclusive above.

6.4.5 The Contractor shall be liable for any losses which occur during the cleaning process when it can be established on a balance of probabilities that the Contractor was responsible for such loss.

7. **INDEMNITY**

7.1 Despite any provision of this Agreement to the contrary, the Contractor hereby indemnifies and hold UJ harmless against all claims, liability, damage, loss, penalty, expense and costs (including legal costs on attorney and client scale) of any nature whatsoever which UJ may sustain as a result of or attributable:

7.1.1 Any act, default, negligence of the Contractor, its employees, sub-contractor or agents in relation to the obligations of the Contractor in terms of this Agreement; or

7.1.2 To a failure of any of the warranties, representations or undertakings in this Agreement given to UJ, to be true and correct.

7.2 UJ shall be deemed to have suffered a loss equivalent to the amount of any damages suffered by UJ in respect of the liabilities or claims against it is indemnified in terms of 7.1.

7.3 In the event of UJ claiming indemnification rights hereunder, UJ shall notify the Contractor of any claim which may be made against UJ in respect of any of the matters referred to in 7.1 within a reasonable period of UJ becoming aware thereof, to enable the Contractor to take steps to contest such claim.

7.4 The Contractor shall be entitled to contest the claim concerned in the name of UJ, although UJ shall at all times be entitled to control the proceedings in regard thereto, provided that-

7.4.1 Where necessary, UJ renders reasonable assistance to the Contractor at the expense of the Contractor in regard to any action instituted by the Contractor pursuant to this sub-clause 7.4;

7.4.2 The Contractor delivers to UJ a written indemnity on terms reasonably acceptable to UJ, indemnifying UJ against all charges and all reasonable legal costs (not limited to any scale) which may be incurred or awarded as a consequence of such steps being taken by UJ. UJ will be entitled to require the Contractor to give reasonable security against such costs.

7.5 In the event of UJ suffering or paying any loss, damage, liability, cost, charge, expense, payment or penalty to which the warranties and indemnities relate, the Contractor will forthwith upon such proven amount being notified by UJ, pay to UJ an amount equal to such loss, damage, liability, cost, charge, expense, payment or penalty. Any amount payable by the Contractor pursuant to the provisions of this clause shall bear interest at the Prime Rate, which interest shall be payable simultaneously with the amount payable by the Contractor. For purposes hereof "Prime Rate" means the publicly quoted minimum rate of interest from time to time levied by First Rand Bank Limited on unsecured overdrawn current accounts of its most favoured private sector corporate customers, as certified by any manager of that bank (whose authority and/or appointment and/or qualification it shall not necessarily have to prove).

7.6 For purposes hereof, UJ shall include its employees, agents, sub-contractors, students and/or visitors.

8. MEETINGS

8.1 Apart from the normal liaison meetings between the Parties, and the meetings with contract managers which may be held as and when required, UJ and the Contractor shall convene meetings at such times and places as either of them may from time to time reasonably require in order to discuss the administration and implementation of the provisions of this Agreement.

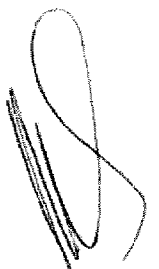
8.2 The chairman of each such meeting shall be the Authorised UJ Representative and the number of representatives entitled to vote at each such meeting shall not exceed 2 (two) representatives of each Party, 4 (four) in all, including the chairman. A quorum shall be 1 (one) representative from both UJ and the Contractor, 2 (two) in all. The chairman shall not have a casting vote.

8.3 At such meetings, the Contractor shall submit such reports and/or information concerning the performance of its obligations under this Agreement as may be reasonably required of it.

8.4 The Parties agree that, unless otherwise decided, they shall hold such meeting on a once per month basis and the representatives of the Parties attending such meeting may then agree where and when the next meeting shall be held, which shall constitute valid notice of such next meeting. Whenever it shall be necessary to meet other than as provided for in this

clause, the one Party shall give the other 5 (five) business days' notice (which may be waived by mutual agreement) of any such meeting.

- 8.5 Proceedings of such meetings and decisions taken at such meeting shall be recorded in minutes taken by the chairman (or his nominee) and confirmed and/or noted (as the case may be) at the next meeting. Matters so recorded shall be intended to supplement and regulate the practical implementation of this Agreement and shall be binding and enforceable, but should such matters conflict with the material provisions of this Agreement, the provisions of this Agreement shall prevail.
- 8.6 The Parties shall use their best endeavours to resolve by negotiations any disputes which may arise at such meetings. In the event that such disputed matters cannot be resolved and where this Agreement does not specifically provide for the method of resolution of such dispute at the meeting, then a decision shall be made on a "balance of convenience" principal and such decision shall be binding on the meeting for the time being. The chairman shall, however, immediately refer such matter for resolution as provided for in 8.7 and 8.8 below.
- 8.7 Where the Parties cannot reach agreement on any matter, they shall, as soon as reasonably possible, jointly appoint and share the costs of a suitably qualified independent person (who shall act as expert and not as an arbitrator) to decide such matter, provided that such decision shall not be binding on the Parties. Where agreement cannot be reached on the appointment of such expert, then either Party may demand that the President appoints such expert within 5 (five) business days of such demand.
- 8.7.1 During such period of dispute or disagreement, the Parties shall carry the costs of equipment that needs to be replaced or repaired in equal shares, until such time that such dispute has been settled. The unsuccessful Party shall refund the successful Party within 10 (ten) days from date of Resolution in terms of this Agreement.
- 8.8 Where the Parties accept the decision of such expert as referred to in 8.7, such decision shall be minuted at the next meeting and each Party undertakes to comply with such provision.
- 8.9 When either UJ or the Contractor disputes the decision of such expert so appointed as provided for in the preceding sub-clause, then such matter, provided same is material, shall be referred to mediation and arbitration as provided for in clause 16 ("Dispute Resolution").
- 8.10 Unless otherwise agreed in writing, each Party shall bear its own costs of attending all such meetings.
- 8.11 The representatives of the Parties may confer by telephone, close circuit television or other electronic means or audio or audio visual communication, and a resolution passed at such a conference shall,



notwithstanding that the representatives are not present together in one place at the time of the conference, be deemed to have been passed at a meeting of the representatives as envisaged in this clause, duly called and constituted. All representatives conferring in such a way shall be deemed for the purposes of determining a quorum to be present in person.

9. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

9.1 The Contractor represents and warrants that:

9.1.1 It is duly incorporated and validly existing under the laws of the RSA and has the corporate power - and has obtained all required authorisations - to own its assets, conduct its business as presently conducted and to enter into, and fulfil its obligations under this Agreement;

9.1.2 This Agreement has been duly authorised and executed by it and constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

9.1.3 Neither the entering of this Agreement nor the compliance of its terms will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under any agreement or other arrangement to which it is a party or by which it is bound, or violate any of the terms and conditions of its Memorandum and Articles of Association, Founding Statement or any authorisation, judgment, decree, order or any statute, rule or regulation applicable to it;

9.1.4 Copies of its Memorandum and Articles of Association and/or Founding Papers, as submitted to UJ have not been amended since the date on which it was so submitted;

9.1.5 It has attended the site meeting arranged and held by UJ prior to submitting the Tender, for the full duration thereof, and that it has properly inspected the areas to be cleaned in terms of this Agreement, and further, has fully acquainted itself with the Cleaning Services to be rendered in terms hereof;

9.1.6 All information contained in or regarding the Tender are true and correct in all respects and further, that it has complied fully in a transparent manner with the UJ tender process:

9.1.7 Since its submission of the Tender to UJ it:

9.1.7.1 Has not suffered any change that has a potential derogatory effect on its ability to perform its obligations in terms of this Agreement or the Tender; and

- 9.1.7.2 Has not undertaken or agreed to undertake any substantial obligations other than the detail as supplied to UJ with regard to and in respect of its obligations as envisaged in this Agreement;
- 9.1.8 None of the representations and warranties in this clause omits any matter, the omission of which makes any of them misleading.
- 9.2 The Contractor undertakes and hereby accepts the responsibility of ensuring that value for money is received by UJ from it pursuant to this Agreement, and further, that it will do everything in its power to render the Cleaning Services to an acceptable and professional level, complying with all the specifications of this Agreement.
- 9.3 The Contractor acknowledges that it makes the representations, warranties and undertakings in the above sub-clauses with the intention of inducing UJ to enter into this Agreement and that UJ enters into this Agreement in full reliance on each of them.

10. **PENALTY**

- 10.1 Pursuant to the above undertakings to perform the Cleaning Services to an acceptable level, should the Contractor fail to perform the Cleaning Services to such level, then UJ, without prejudice to any other rights which it may have in terms of this Agreement or at law, shall be entitled to deduct the amount owed for that specific duty, as well as an amount equal to that amount ("the Penalty") as penalty from any amount which UJ may thereafter be due to the Contractor.
- 10.2 The amount of each Penalty shall be discussed and agreed at a Meeting.
- 10.3 Should the Parties be unable to reach agreement on the value as envisaged herein, a quotation from a third party that could rectify the fault, omission or neglect, will be used to determine such value.
- 10.4 In all cases of non-compliance with specifications included in the Tender and the Tender Specification Document other than those mentioned in clause 10.1, the Contractor agrees to a penalty of R100,00 (One Hundred Rand) per obvious fault, omission, negligence or failure to comply with such specifications, and hereby irrevocably empowers and authorises UJ to deduct such amount from any amount which UJ may thereafter owe the Contractor.

11. **SUB-CONTRACTORS**

- 11.1 The Contractor shall, with the prior written consent of UJ, which consent shall not be unreasonably withheld, but which may be granted conditionally, be entitled to appoint sub-contractors as and when the

Contractor deems it necessary for the performance or part-performance of any of its obligations in terms of this Agreement, provided that -

- 11.1.1 The Contractor shall not, by virtue of any such appointment, be entitled to claim from UJ any amount not specifically provided for in this Agreement;
- 11.1.2 No such appointment shall in any way whatsoever absolve the Contractor from any of its obligations in terms of this Agreement;
- 11.1.3 Any such appointment shall require that such sub-contractor carry out the obligations of the Contractor in this Agreement with the same due care and diligence for the interest of UJ as is required of the Contractor.
- 11.2 Notwithstanding the provisions of the preceding sub-clauses, UJ may at any time, upon reasonable grounds and upon notice to the Contractor, withdraw any consent given for the appointment of any sub-contractor for the remaining currency of this Agreement.

12. **CHANGED CIRCUMSTANCES**

- 12.1 Notwithstanding anything contained in this Agreement to the contrary, if any change in or introduction of any law and/or policy and/or guideline and/or due to growth or increase or decrease usage of any specific area or any other similar event as a result of which UJ is obliged to comply and/or which is in accordance with the practise of a responsible supplier of tertiary education, or any interpretation or administration thereof, results that UJ may find it necessary, in its sole and absolute discretion to increase, reduce and/or terminate the Cleaning Services, UJ reserves the rights to make amendments to the Cleaning Services required, and such amendments to this Agreement and the required Cleaning Services will be renegotiated in a fair and transparent manner.
- 12.2 Pursuant to the above, the then existing profit of the Contractor, the then existing expense of UJ and the then prevailing market price of services similar to the then required cleaning services, will be taken into account in order to negotiate intended amended requirements and expenses of UJ in respect of the Cleaning Services.
- 12.3 For the avoidance of any doubt, it is specifically recorded that:
 - 12.3.1 UJ shall not be compelled to utilise all members of the Cleaning Team as at the Effective Date for the full duration of this Agreement, especially when such expenses prove to be fruitless;
 - 12.3.2 UJ's requirements regarding the cleaning of the APK Campus Cleaning Area may change during the course of this Agreement, in which event such changed requirements will be addressed by the



Parties, even if it means that some members of the Cleaning Team may be retrenched.

13. **GENERAL RIGHTS AND OBLIGATIONS OF UJ**

- 13.1 Against rendering of the Cleaning Services as envisaged in this Agreement, UJ shall pay to the Contractor the amounts on a monthly basis as detailed in the Tender and amplified in the pricing schedule, Schedule "X" hereto.
- 13.2 Payment shall only be made on receipt by UJ of a proper VAT Invoice.
- 13.3 UJ shall request its staff from time to time to ensure that items of value, cash, documents and personal items are securely locked away during cleaning periods.

14. **EVENTS OF DEFAULT AND REMEDIES**

- 14.1 For the purpose of this Agreement each of the following events shall be regarded as an Event of Default:
- 14.1.1 If the Contractor defaults in the due and punctual performance of any term, condition and/or obligation under this Agreement or under any other written agreement between the Contractor and UJ, and failing rectification of such breach by the Contractor within 3 (three) Business Days of having received notice in writing by UJ of such breach;
- 14.1.2 If any representation or warranty or undertaking made or represented either in respect of the Contractor or in pursuant to this Agreement or in any documents delivered under this Agreement, is not complied with or is incorrect in any respect;
- 14.1.3 If the Contractor is deemed to be unable to pay its debts in accordance with the provisions of Section 345 of the Companies' Act, 1973 (as amended) or otherwise defaults generally in the payment of its liabilities;
- 14.1.4 If the Control of the Contractor, irrespective what legal form or person it is, changes after the submission of the Tender without the prior written consent of UJ. For purposes hereof, "Control" means the power to direct the management or policies of the Contractor, directly or indirectly, provided that the direct or indirect ownership of 25% (twenty five per cent) or more of the voting share capital of the

Contractor is deemed to constitute control of the Contractor, and "controlling" and "controlled" have corresponding meanings;

14.1.5 If a Resolution is taken by the Members or Shareholders of the Contractor or the Members or Shareholders of any surety or guarantor for the Contractor's performance to UJ, to voluntarily wind up any of the said persons or if any of the said persons or any of their assets become subject to any sequestration, liquidation or judicial management order, whether provisional or final, or if any trustee, liquidator, curator, judicial manager or any similar officer is appointed in respect of any of the said persons for any of their assets;

14.1.6 If the Contractor or any surety or guarantor for the Contractor's obligations to UJ, is unable to pay its debts, suspends or threatens to suspend payment of all or a material part of (or of a particular type of) its indebtedness to any other creditors, commences negotiations or takes any other step with the view to the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its indebtedness to creditors (or of any part of such indebtedness which it will or might otherwise be unable to pay when due), proposes or make a general assignment or an arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a part of the obligations of the Contractor to UJ in terms of this Agreement;

14.1.7 If any attachment, execution or other legal process is levied, enforced, issued or sued out on or against any assets of the Contractor, and is not discharged or stayed within 30 (thirty) days;

14.1.8 Should UJ become aware, at any time, of a fact or circumstance (whether same was present at or before the Signature Date or arose thereafter), which in the reasonably exercised opinion of UJ has, or could in the future have, an adverse affect on the Contractor's ability to perform any of its obligations to UJ in terms of this Agreement, or prejudice UJ's position in any other way;

14.1.9 If the Contractor ceases to carry on its business in a normal and regular manner;

14.1.10 If, for any consecutive 3 (three) month period, the Contractor failed for whatever reason more than twice to comply with its obligations in terms hereof, but did each time manage to rectify such default after receipt of a demand from UJ as referred to in clause 14.1.1.

14.2 UJ may without prejudice to any other rights in terms of this Agreement or at law, at any time after the happening of an Event of Default, by written notice to the Contractor:

14.2.1 Either claim specific performance of the terms of this Agreement or cancel this Agreement forthwith and without further notice, and in both events, be entitled to claim and to recover damages from the Contractor.

14.3 UJ's rights under this clause shall not be exhaustive but shall be in addition to and without prejudice to any other rights which it may have under this Agreement or at law.

14.4 Despite the above provisions, and especially the provisions of 14.1.1, should "time be of the essence" regarding the performance of a specific obligation of the Contractor, UJ shall be entitled to have the particular obligation done by an outside third party, and shall thereafter be entitled to set off such payment to the third party from any other amounts payable by UJ to the Contractor.

15. **NOTICES AND DOMICILIA**

15.1 Notices

15.1.1 Each Party chooses the addresses set out opposite its name below as its addresses to which any written notice in connection with this Agreement may be addressed:

University of Johannesburg

Physical Address: The Office of the Procurement Manager
(Specialised Items)
Store Complex,
University of Johannesburg
Hampton Avenue,
Auckland Park,
Johannesburg,
Tel no: 011 – 489 3082/ 489 2957
Fax no: 011 – 489 2489
Email address: mickys@uj.ac.za
Ref: Micky Schlachter/Helen van Rensburg

The Contractor

Physical Address: The address as detailed in the Tender or as stipulated on the front page of this Agreement
Ref:
Tel no:
Fax no:
Email address:

15.1.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax and/or electronic mail transmitted to its telefax number/email address set out opposite its name above.

15.1.3 Either Party may by written notice to the other Party change its chosen addresses and/or telefax number and/or email address for the purposes of clause 15.1.1 to any other address(es) and/or telefax number and/or email address (as the case may be), provided that the change shall become effective on the fourteenth day after the receipt of the notice by the addressee.

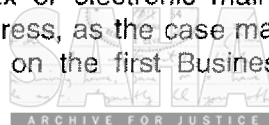
15.1.4 Any notice to a Party contained in a correctly addressed envelope and:

15.1.4.1 sent by prepaid registered post to it at its chosen postal address in terms of clause 15.1.1; or

15.1.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen physical address in terms of clause 15.1.1;

shall be deemed to have been received in the case of clause **Error! Reference source not found.**1, on the seventh Business Day after posting (unless the contrary is proved) and, in the case of clause 15.1.4.2 on the day of delivery.

15.1.5 Any notice by telefax or electronic mail to a Party at its telefax number or email address, as the case may be, shall be deemed to have been received on the first Business Day after the date of transmission.



15.1.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address and/or telefax number.

15.2 *Domicilia*

15.2.1 Each of the Parties chooses its physical address set out opposite its name in clause 15.1 as its *domicilium citandi et executandi* at which documents in legal proceedings in connection with this Agreement may be served.

15.2.2 Either Party may by written notice to the other Party change its *domicilium* from time to time to another address, not being a post office box or a *poste restante*, in South Africa; provided that any such change shall only be effective on the fourteenth day after deemed receipt of the notice by the other Party pursuant to clause 15.1.4 or **Error! Reference source not found.**, as the case may be.

16. **DISPUTE RESOLUTION**

- 16.1 Should any dispute arise between the Parties, in connection with:
- 16.1.1 the formation or existence of; or
 - 16.1.2 the implementation of; or
 - 16.1.3 the interpretation or application of the provisions of; or
 - 16.1.4 the Parties' respective rights and obligations in terms of ; or
 - 16.1.5 arising out of; or
 - 16.1.6 the breach or termination of; or
 - 16.1.7 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part; or
 - 16.1.8 any documents furnished by the Parties pursuant to the provisions of,

this Agreement or which relate in any way to any matter affecting the interests of the Parties in terms of the Agreement, the Parties shall meet within 7 (seven) days of written notice of the dispute from one Party to the other (or such longer period as mutually agreed by the Parties in writing) to negotiate in good faith in an effort to settle such dispute.

- 16.2 Should the Parties fail to resolve any dispute between themselves within 15 (fifteen) days of the meeting referred to in clause 16.1 (or such longer period as mutually agreed by the Parties in writing), the Parties shall within 5 (five) days refer the dispute to a joint committee of the Parties' respective chief executive officers or alternatives appointed by them. The Parties record that it is the intention that the said chief executive officers will use their best endeavours to settle or resolve the dispute as expeditiously as possible but in any event within a period of 15 (fifteen) days of the matter being referred to them.

- 16.3 Should the joint committee referred to in clause 16.2 be unable to resolve the dispute in the applicable time period or such longer period as the Parties may agree upon, the Parties undertake to meet promptly and consider whether or not the dispute should be referred to arbitration. If the Parties agree in writing that the dispute should be referred to arbitration, such dispute will be determined by arbitration in accordance with the remaining provisions of this clause relating to arbitration, provided that if the Parties fail to reach agreement in writing to refer the dispute to arbitration within a period of 2 (two) Business Days of meeting in terms of



this sub-clause, then either Party will be entitled to commence litigation proceeding against the other Party, in a court of competent jurisdiction.

16.4 Notwithstanding anything to the contrary contained in this clause 16, neither Party shall be precluded from obtaining interim, injunctive or similar relief from a court of competent jurisdiction.

16.5 The arbitration shall be held:

16.6 In accordance with the rules of the Arbitration Foundation of Southern Africa or its successor in title ("AFSA");

16.6.1 In Johannesburg;

16.6.2 In the English language;

16.6.3 It being the intention of the Parties that the arbitration shall be held and completed within 21 (twenty one) days of it being instituted.

16.7 The arbitrator shall be, if the matter in dispute is principally:

16.7.1 A legal matter, an impartial practising advocate or impartial practising attorney of at least 10 (ten) years' standing;

16.7.2 An accounting matter, an impartial practising chartered accountant of at least 10 (ten) years' standing;

16.7.3 A technical matter, an impartial expert in such technical field of at least 10 (ten) years' standing, but then assisted by a practising advocate as contemplated in clause 16.6.1 above;

16.7.4 Any other matter, any independent person, agreed upon between the Parties to the dispute.

16.8 Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting, or other matter within 7 (seven) days after the Parties' agreement to refer the dispute to arbitration, the matter shall be deemed to be a legal matter.

16.9 Should the Parties fail to agree on an arbitrator within 10 (ten) days after the matter was referred in terms of clause 16.3 to arbitration, the arbitrator shall be appointed by AFSA at the request of either Party to the dispute and AFSA will be required to take into account the provisions of clause 16.6.

16.10 The decision of the arbitrator (including an award in respect of the costs of the arbitration) shall be final and binding on the Parties immediately unless either Party appeals the decision within a period of 15 (fifteen)



days from the date of the arbitration's ruling and may be made an order of a court of competent jurisdiction at the instance of either of the Parties, subject to the Parties' rights of appeal in terms of clause 16.11 below.

16.11 Either Party may appeal the decision of the arbitrator within a period of 15 (fifteen) days after the ruling has been handed down by the arbitrator by giving notice to that effect to the other Party, such notice to be received before the expiry of the 15 (fifteen) day period. The appeal shall be submitted to arbitration in Johannesburg in accordance with the rules of AFSA by a panel of 3 (three) independent arbitrators appointed by AFSA.

16.12 The decision of the panel of arbitrators on appeal and as provided for in clause 16.10 above, shall, in the absence of manifest error, be final and binding on the Parties to the arbitration and may be made an order of a court of competent jurisdiction at the instance of any Party to the arbitration. The panel of arbitrators shall make an award of the costs of the appeal.

16.13 The Parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa (Witwatersrand Local Division) for the purposes of this clause 16.

16.14 The Parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clauses 16.9 and 16.11.

ARCHIVE FOR JUSTICE

16.15 The Parties undertake to resolve any dispute expeditiously. Arbitration will be the preferred dispute resolution mechanism if the Parties resolve that the dispute is obviously capable of resolution by arbitration. Other disputes may be referred to a court of law if this is the appropriate forum.

16.16 The provisions of this clause:

16.16.1 Constitute an irrevocable consent by the Parties to any proceedings of this clause 16 and neither Party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions;

16.16.2 Are severable from the rest of this Agreement and shall remain in full force and effect despite the termination of or invalidity for any reason of this Agreement, or any part of this Agreement.

17. CONFIDENTIALITY

17.1 The Parties acknowledge that, subject to the provisions of this Agreement, information obtained by any of them in connection with each other's technical, industrial, safety or business affairs ("the Receiving Party") may consist of confidential information, disclosure of which to or use of

which by third parties might be damaging to the party concerned. For this purpose Confidential Information means "information which is not available on request to a member of the general public."

17.2 The Receiving Party therefore agrees not to disclose any Confidential Information to any third party and not to use any Confidential Information for any purpose other than in terms of this Agreement. The Receiving Party shall nevertheless be entitled to disclose confidential information to the directors, employees and consultants who need to have that information in order properly to fulfil their functions. The Receiving Party shall use reasonable endeavours to ensure that those directors, employees and/or consultants abide by the terms of this clause 18 as if they were the Receiving Party.

17.3 The undertaking and obligations contained in this clause 17 do not apply if:

17.3.1 The Information is publicly available at the date of disclosure or thereafter becomes publicly from sources other than the Parties;

17.3.2 The Receiving Party demonstrates that it was already in its possession prior to its receipt by or disclosure to such Receiving Party;

17.3.3 It is required by Law or any regulatory authority or generally accepted accounting principles to be disclosed, or is disclosed for the purposes of enforcing this Agreement; or

17.3.4 After being disclosed to the Receiving Party is disclosed by any other person to the Receiving Party other than in breach of any obligation of confidentiality.

17.4 Save as may be required by Law or any regulatory authority or for the purposes of enforcing this Agreement, no announcement or publicity of the existence of this Agreement or its content or the transaction embodied in this Agreement shall be made or issued by or on behalf of UJ without the prior written consent of UJ.

17.5 The Contractor shall not be entitled without the prior written approval of UJ, to use UJ's name or logo or any brand associated with any associated person of UJ in any manner whatsoever.

18. **GOVERNING LAW**

The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of South Africa.

19. **JURISDICTION**

The Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Witwatersrand Local Division of the High Court of South Africa (or any successor to that division) in regard to all matters arising from this Agreement.

20. **SEVERABILITY**

Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, and without limiting the generality of the foregoing, the Parties hereto acknowledge their intention to continue to be bound by this Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.



21. **GENERAL**

21.1 This document read with the Tender duly signed by UJ as well as any documentation submitted in terms of the Tender, constitutes the sole record of the agreement between the Parties in regard to the subject matter thereof. Any provision in the Tender which is contrary to a provision in this Agreement, shall be regarded as *pro non scripto* and the provision herein shall prevail.

21.2 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

21.3 No addition to, variation or consensual cancellation of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.

21.4 No latitude, extension of time or other indulgence which may be given or allowed by UJ to the Contractor in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by UJ shall under any circumstances be construed to be an implied consent by UJ or operate as a waiver or a novation of, or otherwise affect any of UJ's rights

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in terms of or arising from this Agreement or stop UJ from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

- 21.5 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.
- 21.6 Save as is specifically provided in this Agreement, the Contractor shall not be entitled to cede or delegate its rights and/or obligations in terms of this Agreement to any party without the prior written consent of UJ.

22. **COSTS**

- 22.1 Costs (including Value Added Tax) of Rossouws Incorporated of negotiating, drafting and preparing this Agreement shall be borne and paid by UJ.
- 22.2 The Contractor shall reimburse UJ with an amount equal to 50% (fifty percent) of the costs (excluding Value Added Tax) referred to in the preceding sub clause, forthwith on demand.
- 22.3 All legal costs incurred by either Party in consequence of any default of the provisions of this Agreement by the other Party shall be payable by the defaulting Party on demand on the scale as between attorney and client and shall include collection charges, the costs incurred by the non-defaulting Party in endeavouring to enforce such rights prior to the institution of legal proceedings and the costs incurred in connection with the satisfaction or enforcement of any judgement awarded in favour of the non-defaulting Party in relation to its rights in terms of or arising out of this Agreement.



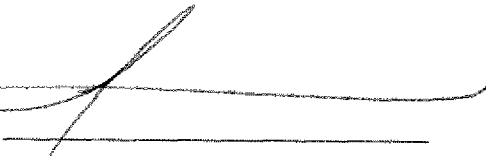
SIGNED at _____ on this the _____ day of _____ 2006 in the presence of the undersigned witness.

AS WITNESS:


For and on behalf of
UNIVERSITY OF JOHANNESBURG
(who hereby warrants his authority)
Name:
Capacity:

SIGNED at Bedford View on this the 20 day of MARCH 2006 in the presence of the undersigned witness.

AS WITNESS:





 P. R. Simons
For and on behalf of
Elite Ind. Cleaning (PTY) LIMITED
(who hereby warrants his authority)
Name: **ELITE IND. CLEANING (Pty) Ltd.**
Capacity: **P.O. BOX 752330**
GARDENVIEW, 2047
TEL: (011) 601-1700



SCHEDULE "A"

**Minimum requirements in relation to staff and equipment, for this section
(Cluster) of the U.J. cleaning contract.(APK Campus – Library, Laboratories and
Outside areas)**

Number of contract managers	1
Number of Supervisors	2
Number of:	
Male cleaners	43
Female cleaners	48
Number of vehicles (Specify)	1(L.D.V. + canopy)
Number of Automated scrubbing machines	1
Number of carpet cleaning machines	1
Number of buffing machines:	
Slow speed	8
High speed	11
Ultra high speed (burnishing)	2
Number of pressure washers	1
Vacuum cleaners:	
Normal	12
Silent	11
Petrol driven mechanical sweepers.	7
Petrol driven mechanical blowers	4
Double bucket mopping systems	12
Trolley work stations	10
Other specialised equipment (Specify)	2 X high volume water pick-up machines.



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SCHEDULE "B"**GENERAL SPECIFICATIONS****Job Descriptions and cleaning specifications**

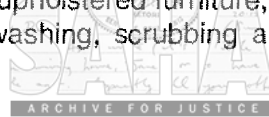
Cleaning specifications and frequencies of cleaning must be displayed in the contractor's office. Staff members of the Contractor should have a thorough knowledge of the contents, specifications and frequency of the contract.

Areas and job description with times for each one of the cleaners employed on the campus should be displayed in the Contractors office.

In the event of any replacement been used in the case of absenteeism, leave or strikes, the above is an easy reference with no confusion to fill the vacancy.

Office and passage cleaners

Thorough cleaning of offices, seminar and committee rooms and passages in accordance with specifications, viz. dusting of furniture, walls, light fittings and equipment; vacuuming of carpets and upholstered furniture; emptying and cleaning of waste paper baskets and ashtrays; washing, scrubbing and polishing of vinyl and terrazzo floors.

**Bathroom and toilet cleaners**

Cleaning and disinfecting floors, walls, doors, hand basins, mirrors, toilet pans and seats, lights, handles and taps; changing hand towels; refilling soap and toilet paper holders and placing deo blocks in all urinals. (Pink hand lotion soap, toilet paper and paper towels will be supplied by the U.J. and replenished by the contractor.)

Surface cleaners

Emptying dustbins and replacing plastic receptacle bags. Sweeping and washing of inside stairs, connecting buildings and collecting refuse at specified areas.

(Transparent plastic bags, to be supplied by the contractor.)

Others i.e. cleaners of halls, dining areas, museums, change rooms, etc.

Dusting furniture, walls, equipment; vacuuming carpets and upholstered furniture; sweeping-, scrubbing and polishing of terrazzo and vinyl floors.

Twice annual spring cleaning

June/July holidays

- ❑ Scrubbing/stripping of floors and, where necessary, applying a new sealant
- ❑ Spring cleaning of all lecture halls
- ❑ Scrubbing of all internal stairs
- ❑ Spring cleaning of all offices, board rooms and exhibition areas
- ❑ Washing of walls and removing of all unsightly markings

December holidays

- ❑ Dusting and washing of light fittings
- ❑ Cleaning and removing marks from upholstered parts of chairs in offices, halls and the auditorium
- ❑ Actions mentioned under June/July holidays to be repeated

Dining room cleaners

- ❑ Daily mopping of floors with hot water and soap to remove fat and oil
- ❑ Weekly washing of wall tiles
- ❑ Sweeping and mopping of all areas where food is not prepared
- ❑ Buffing of floors as necessary
- ❑ Daily maintenance of ablution facilities at the dining room.



Complaints book

A complaints book, in which complaints in respect of the service may be recorded, must be made available for this contract.

The supervisor must check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 8 hours at the most.

Cleaning times

- ❑ Working hours must fit in with the requirements of the U.J.
- ❑ Personnel are required from 06:45 for day shift, from 13:00 for afternoon shift and from 21:00 for night shift.
- ❑ If working hours are inconvenient, the contact person at the U.J. must approve changes to the hours beforehand.
- ❑ Should the starting times be unacceptable or unsatisfactory, the U.J. will negotiate more suitable times with the contractor.
- ❑ Lectures may continue until 22:00 and adjustments should be made accordingly, to the cleaning schedule.

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Emergency evacuation program

The contractor must ensure that all workers are familiar with the U.J's emergency evacuation program and that the correct emergency procedures will be followed in the event of an emergency situation or when an exercise is held.

Cleaning equipment and accessories

A complete list of equipment (type and number) and cleaning materials must accompany the tender for approval by the U.J.

The contractor must ensure that sufficient equipment and supplies for cleaning purposes are available on the premises (e.g. Buckets, brooms, mops, feather dusters, scrubbing brushes, toilet brushes, ladders, dusters, vacuum cleaners, polishers, other required equipment and enough chemicals and supplies for a full one month period.)

The contractor is to maintain all equipment in good working order.

Office and storage facilities allocated to contractor

Offices and storerooms allocated to the contractor must be kept clean and tidy at all times.

Only designated offices and storerooms may be used for storage of equipment and supplies.



Toilet paper, soap and hand towels

The U.J. will furnish toilet paper, hand lotion soap and paper towels. The contractor shall be responsible for replenishing paper and soap, as well as for supplying and placing transparent plastic bags inside receptacles.

Paper recycling

The contractor must ensure that paper is separated from the other refuse and stored. The area designated for the storage of waste paper shall be pointed out to the contractor. This service must be carried out in consultation with the U.J.

Cleaning agents

Cleaning agents of good quality, which carry the S.A.B.S., mark or which meet the required standard must be used.

Hygiene Cleaning Systems

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It is required that the successful Contractor introduce a colour coded cleaning system and that the colour coded cleaning equipment, brushes, brooms, cloths, etc are kept in the area in which it is used.

Sufficient additional supplies (for at least one further month) must be kept on the premises.

Frequency

The cleaning schedule below serves as a guideline to minimum requirements, but may be adjusted in accordance with requests and mutual arrangements, to ensure a better service applicable to the U.J'S requirements.

Areas of high traffic shall be indicated and the contractor must ensure that their service is adjusted in order to maintain the required standards.

Initialing of tender documents

All pages of this tender document must be initialled and submitted.

Additional.

The contractor must supply transparent plastic refuse bags and line all refuse receptacles therewith. With various functions and other happenings throughout the year, which are important to the U.J., the contractor might be required to work additional hours or supply additional labour. With the final contract price, a separate schedule must be attached, stating the rate per hour charged for

1. Supervisors

SCHEDULE "C"

FURTHER ADDITIONAL SPECIFICATIONS

Laboratory and workshop cleaners

Cleaning of laboratories and workshops must take place in accordance with specifications, (i.e. dusting of worktops, furniture, walls and light fittings etc; and polishing of floors) in consultation with laboratory technicians.

A full time contract manager and sufficient supervisory staff must be allocated to this section / contract.

It is required that cleaners and supervisory staff work a 46-hour week, rendering a service from Mondays to Saturdays. Hours of work on weekdays must cover the period from 06:45 to 15:45 with a one (1) hour break (lunch 12:00 – 13:00) and staff has to be at their workstations by 07:00 every morning. On Saturdays, staff is to work from 08:00 until 15:00: with a one-hour lunch break. No sleeping on the premises is allowed at any time. On Sundays, a staff compliment of seven (7) cleaners and one supervisor has to perform duties from 08h00 until 17h00, to maintain the sport centers and prepare the campus premises for the following Monday.

Lecture halls – Furnishings and fittings are to be cleaned and serviced as stipulated in the standard specifications. In addition, all display boards (black boards) must be washed with clean water. Chalk, that will be supplied to the contractor, must be placed in all lectures rooms and board erasers dusted out.

Should certain lecture halls be prepared for service for a following day i.e. notes written on black boards etc., notice will be given to the contractor, not to clean the specific area.



Due to the fact that most offices and laboratories will be closed on Saturdays, full attention is to be given to detail work in toilets and outside passage areas, during the six hours spent on site on Saturdays.

No night shift will be required in the general areas of this scope of work (excluding the library and the new D1 computer Lab complex) but contractors must make provision to have at least one (1) male and one (1) female toilet cleaner working in the Library until 21:00 at night, as it remains open until 22:00 daily.

In the D1 computer laboratories, a 24 hour service has to be rendered from Mondays at 07:00 to Saturdays at 24:00. (At least two cleaners on duty, after 18:00 every night.)



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SCHEDULE "D"

SPECIAL NOTES

The following areas are considered to be 'grey areas' and must be made provision for, by the tendering contractors.

1. Paved areas around the entrances and sides of buildings. (Areas to be swept, washed and polished on a frequent basis, to appear neat, tidy and well cared for at all times.) This area is referred to as the "stoeps"
2. Weeds growing between paving blocks near entrances and on rooftops. (To be removed when necessary)
3. Green algae growth on paving at some of the entrance doors. (To be treated as required.)
4. All doors and window facades, at all entrances to buildings, has to be washed and maintained on a very frequent basis, to appear acceptable on an everyday basis.
5. Areas where special events take place, to receive special attention whenever required. This will entail that a special team of staff or more chemicals than normal or more involved supervision would be required whenever the need presents itself. In this regard, RAU would for instance require that the foyer area be polished whenever a graduation takes place or that all areas receive specialized attention when the U.J. management receives the first year students and their parents. Contractors are to enquire about this aspect at the time of the site meeting.
6. Special requests are received from U.J. staff etc. on a daily basis. It is required that all requests be attended to on the same day they are received. Should this be impossible for whatever reason, feedback to the relevant parties will be expected.
7. It often becomes an issue between the separate contractors on site as to who is responsible for a certain area. In this regard, refer to areas where outside



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labs are for instance connected to the main building by a walkway or parking areas are connected to the building with paving blocks. In such cases, The U.J. specifically prefers to have an "overlapping" scenario apposed to an argument between separate contractors as to who accepts responsibility for the area in question. Provision must therefore be made to accommodate this shortcoming. In any event, the decision of the U.J. in respect of such a dispute shall be final.

8. Specific provision must be made for all cleaners (including supervisory staff) to work a full 46-hour week. Mondays to Fridays, cleaners have to work a 9 hour day with a one hour lunch break and Saturdays 7 hours with a similar break. On Sundays a service has to be rendered from 08h00 until 17h00 with a reduced staff compliment. Note must be taken that it is not only a service that the contractor will be selling but actual labour as well. The attendance register of the contractor must be kept on site and be available for audit purposes at all times. All short time found, will be claimed by the U.J. on a basis acceptable to our management. (Absenteeism's replaced on the day following the absenteeism)
9. Provision must be made to have permanent full time staff servicing the various ablution facilities on an ongoing rotational basis. At present most facilities are serviced up to 12 times daily, to ensure that bathrooms are neat, tidy and hygienic at all times. Where the general specifications state that toilets and cloakrooms are serviced daily, it is not implied that one service per facility per day has to be rendered only.
10. Very explicit guidelines and instructions in relation to staff compliments, machinery required to service the individual contracts and other general requirements i.e. hours to be worked, overlaps, service periods etc. will be issued. Contractors are to ensure that they comply herewith at all times.

Certain checks and balances are built into the administration of these contracts. It will be required that the successful tenderer must complete certain documentations on a daily basis. (Copies of the documentations will be made available at the site meeting.)

11. It is an explicit requirement that the tenderers will only be eligible to tender, if they attended the site inspection. An attendance register will be available at the time of the site meeting and all tenderers must ensure that they complete this in full.

12. A standard cleaning contract costing form is attached to the tender documentation for completion. This document must accompany your tender. Should this document not be similar to the formula used by your company, one of your own documents may be used and attached. This document is required to ensure that all relevant correct expenses are costed for, allowing for aspects such as at least minimum wages, levies, allowances etc.

13. Cleaning companies registered as members of the N.C.C.A. will receive preference in this tender as this body acts as a policing mechanism, ensuring that cleaning companies abide by the rules of their industry. All companies partaking in this tender must clearly state if they are members of the N.C.C.A. or not and this will be confirmed at the N.C.C.A.

14. Excluding the RAUCALL School, ninety one (91) cleaners, a contract manager, two supervisors and various team leaders, service the library, labs, outside areas and sport centers.

This is mainly a day shift contract (except for D-Lab and an afternoon shift in the library) and it is believed that a smaller staff compliment will not cope.

Excluding the window-cleaning contract, full staff compliments, which will be allocated to these contracts, must be clearly listed.

15. It will be required that a full time contract manager be appointed this contract, to liaise with the U.J. management and this contract manager must also attend the weekly cleaning meetings, held on Wednesdays. Twice monthly, a senior member from the office of the successful tenderer also has to attend these meetings.

16. It will be mandatory for all companies partaking in this tender, to have attended the site inspection. Failure to attend the site meeting will lead to automatic disqualification of your tender.
17. The U.J. has had long-term involvement with many of the present cleaners on site. The U.J. management would not want to see the cleaners loose their jobs or not being accommodated at U.J. by a possible new contractor.
18. Provision must be made in the costing structures to allow for two (2) major "spring cleaning" exercises annually. (June/July and November/December) During these "spring cleaning" periods, all hard floor surfaces must be stripped down and re sealed with at least three (3) coats of polymer sealant. During the rest of the year, ongoing maintenance of floor surfaces must be made provision for. Should floor surfaces not appear acceptable during these periods, the U.J. could, at their discretion, instruct the contractor to strip and re seal specific floors or sections thereof.
19. Specific note must be taken of the quarry tiles on outside "stoeps" and walkways. These are not normally areas that would be sealed. In the case of the U.J. we expect these areas to be thoroughly cleaned, to be totally dust free and then to be rinsed with water, containing a polymer sealant, to give it a rich, maintained appearance.
20. Tenderers are to make provision for new machinery on all U.J. contracts. The successful tenderer will be expected to have the minimum disruption of services caused by breakdowns and therefore second hand cleaning equipment would not suffice.
21. Regarding supervisory staff deployed at the U.J., the U.J. wishes to explicitly reserve the right to approve the appointments and to consider the suitability of these staff members of the contractor on an ongoing basis.



ELITE INDUSTRIAL CLEANING (PTY) LIMITED

ONGOING SALES
COSTING SHEET

DATE : MAR 07 PREMISES : APK / Outside Area COSTED BY : _____

(A) WAGES AND STAFF ALLOCATION

85 Day @ R 9,57 /hr x 46 HR WEEK /hr/sh x d/wk x 4.33 = 162 023
 Day @ R _____ /hr x _____ /hr/sh x _____ d/wk x 4.33 = _____
 6 Night @ R 10,53 /hr x 46 HRS /hr/sh x d/wk x 4.33 = 12 584

Overtime

No x Sat @ R _____ /hr x _____ hrs = _____
 7 No x 4,33 Sun @ R 14,35 /hr x 8 hrs = 3480
 1 No x PM SV @ R _____ /hr x _____ hrs = 1000 SUB TOTAL

R 179 087 (A)	R _____ (A)
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(B) OTHER LABOUR COSTS

(See attached schedule)

SUB TOTAL R 28 653 (B) R _____ (B)

(C) SUPERVISION

Special Allowances @ R _____ Per month = _____
 2 On-site Supervisor @ R _____ Per month x 20% = 11 000
 1 Area Supervisor MANAGER @ R _____ Per month = 10 500 SUB TOTAL

R 21 500 (C) R _____ (C)

(D) MACHINERY

21 Polishers/Burnishers @ R _____ = R _____
 25 Vacuums/Wet & Dry @ R _____ = R _____
 12 Mopping Systems @ R _____ = R 11 940
 1 Autoscrubber @ R _____ = R 20 000
 10 Workstations @ R _____ = R 10 750
 7 Mechanical Sweeper @ R _____ = R 108 600
 1 Pressure Washer @ R _____ = R 6 050
 1 Carpet Machine @ R _____ = R 5 000
 3 Other Radios + Blower @ R _____ = R 9 686
 Total = R 330 000

Total R 330 000 + _____ Months = R _____ + Repairs _____

SUB TOTAL R 10 000 (D) R _____ (D)

(E) CONSUMABLES

SUB TOTAL R 24 732 (E) R _____ (E)

(F) WINDOWS

SUB TOTAL R _____ (F) R _____ (F)

(G) CARPETS

SUB TOTAL R _____ (G) R _____ (G)

(H) OTHER [Vehicle incl. fuel]

SUB TOTAL R 5 000 (H) R _____ (H)

SUB-TOTAL

R 258 972 R _____

MARK UP 5 %

R _____ R _____

TOTAL

R 271 920 R _____
 EYE VRT

ELITE INDUSTRIAL CLEANING (PTY) LIMITED

(B) OTHER LABOUR COSTS (from on-going Sales Costing Sheet)

Includes:

- (a) Annual Leave
- (b) Unemployment Fund
- (c) Workmen's Compensation
- (d) NCCA Provident Fund
- (e) NCCA Stated Benefits Insurance
- (f) Christmas Bonus
- (g) Sick Leave
- (h) BCEA Leave



SCHEDULE "E"

Costing Sheet.

Name of company.....

Section.....

Site Name:								
Building Address / Section								
Contact Person:								
	Details		Staff	Hours	Rate	Days	Weeks	Total
1.1.	Service Attendant	M-F						
	Service Attendant	W-days					4.33	
	Service Attendant	W-Nights					4.33	
	Service Attendant	W-Nights					4.33	
1.2.	Saturday	Day					4.33	
	Saturday	Night					4.33	
1.3.	Sunday	Day					4.33	
	Sunday	Night					4.33	
1.4.	Public Holidays	Day						
	Public Holidays	Night						
	Manager						4.33	
1.5.	Team Leader/Supervisor						4.33	
1.6.	Site Supervisor (Night)							
1.7.	Supervisor							
	Total Hours							
2.	Sub Total Wages							
		No						
3.	Staff Benefits as % on Wage							
4.	Other Funds, Prov fund etc							
4.1.	W Compensation							
4.2.	UIF							
4.3.	SITA							
4.4.	Annual Holiday							
4.5.	Sick Leave							
4.6.	RSCL							
4.7.	Year End Bonus							
4.8.	Prot clothing + Uniform							
4.9.	NCCA							
	Sub Total Benefits							
5.	EQUIPMENT		No					
5.1.	Scrubber							
5.2.	Polishers							
5.3.	Buffer 500							
5.4.	Vacuum Cleaner							
5.5.	Window Equipment							
5.6.	DBS System							
5.7.	Wet Floor Signs							
5.8.	Step Ladder							
5.9.	Pressure Washer							
6.	Total Equipment Cost							
7.	Equipment rental							
8.	Equipment maintenance							
9.	Cleaning Material % of Wages							
	Sub Total Equipment							
	Sub Total Contract Cleaning							
10.	Mark-up							
11.	Window Cleaning							
12.	Carpet Cleaning							
13.	Other Transport + Office Exp							
14.	CONTRACT PRICE excluding VAT							
	VAT 14%							
15.	CONTRACT PRICE (inclusive)							

SCHEDULE "F"

Schedule of programs and daily reports to be completed.

The following documents herewith:-

- Toilet Cleaning Specifications and requirements;
- Daily report.

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SCHEDULE "F2"

Toilet Cleaning Specifications and Requirements

1. Close toilet premises with a notice and the closing of doors.
2. Empty the rubbish bins and ensure that the toilet paper holders, hand paper holders and the pink hand soap holders are all working and full.
3. Wash the mirrors and wipe it dry. Ensure that there are no marks and lines visible thereon. No hand paper towels may be used for this purpose.
4. Wash the tiles where necessary (at least 1 x per week) and/or use a clean cloth with a detergent to wipe the tiles.
5. Wash all toilet bowls, toilet seats, toilet basins, urinals and showers off, also with water and detergent and disinfectant.
6. In case of the toilets, they should be cleaned with a toilet brush as necessary. Marks and stains in the toilet, urinals and basins must be dealt with in the usual manner for stain removal.
7. Place deo blocks in all urinals and place air freshener out as necessary,
8. Scrub floor surfaces well with an industrial machine using the relevant attachment (brush or scouring) remove dirty water. Wash the floor surface properly with the relevant chemicals including a detergent and disinfectant. For this purpose the double bucket mop system whereby clean water is used from one bucket and dirty water is removed from the floor by way of a press into the second bucket, meaning that dirt is removed and not smeared all over the floor.
9. Strip and reseal vinyl floor surfaces at least once every second month in accordance with the prescription of the work specifications in the tender documentation.
10. Ensure that other wall surfaces, doors, frames, equipment, light switches, windows and other vertical and horizontal surfaces are free of dust, spots, marks, graffiti or other dirt. As soon as the ablution facility has been cleaned in this manner and the floors are dry, re-open it for use by the public.



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SCHEDULE "F3"

UNIVERSITY OF JOHANNESBURG

CLEANING SERVICES

Daily Report

Date.....

	Personnel Strength	Actual Strength
Number of Supervisors (Day)		
Number of Cleaners (Day)		
Number of Team Leaders (Afternoon)		
Number of Cleaners (Afternoon)		
Number of Supervisors (Nightshift)		
Number of Cleaners (Nightshift)		
Total amount of hours short for past 24 hours period (Personnel x 8 hours per shift)		

Undertaking of correction:

On,supervisors andcleaners will be provided to correct the shortfall of hours.

During the past 24 hours, the following personnel rendered services in order to correct the shortfall:

Name	Area used	Whom replaced	Signature: Contract Manager

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Suggestions/Reports/Etc. ✕

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Note: This report must be handed in at Department Security Services before 07H30 on weekdays and before 08H30 on weekends.



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SCHEDULE "X"

COSTING / PRICING SCHEDULE

To be completed for each section / cluster of all UJ cleaning contracts.

Name of Company: ELITE IND. CLEANING (PTY) LTD

Section / Cluster: APK (LIB. LABS + OUTSIDE)

All prices quoted hereon, is to be **EXCLUSIVE** of 14% VAT.

1.	Full monthly charge for this contract	R 271 920-00	
2.	Charge per m ² for carpet cleaning (Wet Extraction)	R 3-00	
3.	Charge per m ² for stripping and sealing of vinyl floors (4 x coats of polymer sealant)	R 5-00	
4.	Charge per m ² for the "cut back and re-seal" of vinyl floors (2 x coats of polymer sealant)	R 3-00	
5.	Charge per day for five (5) trained window cleaners	R 937-50	
6.	Estimated time of response, should additional services be requested, in the case of an emergency.	Hours 2	
7.	Charge per day (8 hour shift) for fully trained staff, working:-		
(a)	Normal working hours	Supervisors R 450-	Cleaners R 137-
(b)	Night Times	R Add 10%	R Add 10%
(c)	Saturdays	R 450-	R 150-
(d)	Sundays	R 900-	R 270-

Juan
20 MAR 2017