

- 18.4 A notice to either party which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 18.1 shall be deemed to have been received (unless the contrary is proved) within 5 (five) business days from the date it was posted, or which it is delivered to the party by hand at that address shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 18.5 Notwithstanding anything to the contrary in this clause 18, a written notice or other communication actually received by either the Council's designated Representative or the Service Provider's Representative, as the case may be, (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 18.6 Either party may by written notice to the other party change its address for the purposes of clause 18.1 to any other address (other than a post office box number) provided that the change shall become effective on the 5th (fifth) business day after the receipt of the notice.

19 COSTS

- 19.1 Any costs, including attorney and own clients costs, incurred by either party arising out of the other party breaching any of the provisions of this Agreement, shall be borne by the party in breach.

**THUS DONE AND SIGNED BY THE COUNCIL AT ON THIS..... DAY OF
..... 2023**

AS WITNESSES:

1

.....

FOR AND ON BEHALF OF COUNCIL

2

**THUS DONE AND SIGNED BY THE SERVICE PROVIDER AT.....ON THIS ... DAY
OF..... 2023**

AS WITNESSES:

1

.....

FOR AND ON BEHALF OF SERVICE PROVIDER

2

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



APPENDIX A**PERFORMANCE AND STANDARD OUTPUT**

DESIRED OUTCOMES	PERFORMANCE STANDARDS	MEASUREMENT TOOLS	PERFORMANCE RATING
1. ensure visibility of road to the road users; to control noxious weeds; to facilitate drainage; and to reduce possible fire hazards	<ul style="list-style-type: none"> Remove vegetation as per Maintenance Engineer or his/her representative instruction cut noxious weeds prior to the development of seeds Complete mowing/brush cutting when the grass reaches 15cm at least 3 times a year per area remove dangerous trees within 7 days from the time the deficiency was detected and an order issued to the service provider report any hazards/ dangerous 	<ul style="list-style-type: none"> Completed monthly schedule prepared by Road Works Manager Signed, completed instruction forms Complaints register Vegetation disposal reports 	25

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



DESIRED OUTCOMES	PERFORMANCE STANDARDS	MEASUREMENT TOOLS	PERFORMANCE RATING
	<p>trees immediately to Road Works manager or his/her representative</p> <ul style="list-style-type: none"> Dispose of vegetation cutting within 5 days after being cut. 		
2. Provide quality maintenance works	<ul style="list-style-type: none"> Employ qualified, trained Forman/supervisor with accredited qualifications. Use correct equipment for the vegetation clearance 	<ul style="list-style-type: none"> Qualification/experience of staff compliment as per Tender Document All equipment serviced and in good working condition 	15
3. Reporting and progress meetings	<ul style="list-style-type: none"> Monthly meetings are held with the Road Works Manager or his/her representative. Preparation of weekly and monthly schedules. 	<ul style="list-style-type: none"> Minutes of Monthly meetings Proof of monthly reports submitted to ME by the 1st of each Month 12 monthly reports Monthly schedules 	10

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



DESIRED OUTCOMES	PERFORMANCE STANDARDS	MEASUREMENT TOOLS	PERFORMANCE RATING
4. Comply with Council's supply chain management system	<ul style="list-style-type: none"> Ensure that purchase orders are received for all works to be carried out. Issue Invoice of work completed within 7 days 	<ul style="list-style-type: none"> All work completed as per purchase order issued. No delayed payments due to insufficient documentation. 	10
5. Produce a traffic management plan	<ul style="list-style-type: none"> Prepare a traffic management plan within a week of contract award. Provide screens for protection of vehicles and pedestrians No accidents caused by improper traffic management on site. 	<ul style="list-style-type: none"> Traffic management plan report submitted within one week of contract award. Incidents reports Complaints register 	20
6. Adherence to the labour law and occupational health laws.	<ul style="list-style-type: none"> Adherence to Eswatini Business and Governance legislation 	<ul style="list-style-type: none"> Refer to annexure B 	20
TOTAL			100

*The minimum performance to qualify for renewal is an average 85% after the third year.

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



**** Performances below 70% on your annual appraisal may lead to Council terminating the Contract with immediate effect.**

***** Performance appraisals will be done in January of each year.**

APPENDIX B

Ref. No. SLA	Document Description	Year			Comments
		1	2	3	
1.	Signed Employment Contracts/Agreements with employees				
2.	Health and Safety Representatives and Committee				
3.	Certificate of Incorporation				
4.	Valid Company Tax Compliance Certificate				
5.	ERS approved Monthly VAT remittance				
6.	Valid Company Trading License Certificate				
7.	Public Liability Insurance Policy				
8.	Valid Labour Compliance Certificate				
9.	Valid Eswatini National Provident Fund Compliance Certificate				
10.	Personal Protective Equipment (PPE) Policy				
11.	Health and Safety Policy				
12.	Training provided by the Service Provider to its employees (Customer service training)				

Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.



Disclaimer

This tender document and the information contained therein is provided "as is" and the Eswatini Public Procurement Regulatory Agency (ESPPRA) makes no express or implied representations or warranties with regard thereto. Portions of the information may be incorrect or not current. Any person or entity that relies on any information obtained from this tender document does so at own risk. The ESPPRA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, suitability to task, non-infringement, compatibility, security, and accuracy. The ESPPRA furthermore disclaims any warranty towards the accuracy, correctness, reliability, and timeliness of the publishing of content. Furthermore, no warranty, expressed or implied, is given this tender document is free of viruses, trojans, bombs, time-locks or any other data or code which have the ability to corrupt or affect the operation of any computer system it is used on. The ESPPRA cannot accept any responsibility for any loss, disruption, or damage to any of your data or computer system which may occur whilst using this tender document.

