
**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE DEPARTMENT OF
AGRICULTURE**

ENQUIRES/ BID DOCUMENTS: Ms A Oostendorp/ D. Prinsloo

SPECIFICATIONS: Ms. C Louw

BID NUMBER: Bid 917 – 2022/2023

CLOSING TIME: 11:00

VALIDITY PERIOD: 120 Days

TELEPHONE: (021) 808 5156/ 5442

TELEPHONE: (021) 808-5145

CLOSING DATE: 6 March 2023

DESCRIPTION: CLEANING SERVICES AT THE DEPARTMENT OF AGRICULTURE: WESTERN CAPE

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Head of Department
Department of Agriculture
Private Bag X1
Elsenburg
7607
GPS Co-ordinates: 33.845259 S 18.834722 E

OR

DEPOSITED IN THE BID BOX SITUATED AT:

The Security Gate
Muldersvlei Road
Elsenburg

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

COMPULSORY MEETING:

Department of Agriculture Auditorium (Main Building)
Muldersvlei Road
Elsenburg GPS Co-ordinates: 33.845259 S 18.834722 E
Date: 27 February 2023 at 10:00 am

Prospective bidders are required to attend a compulsory briefing session promptly at the time indicated in the ad. Kindly be advised that no late arrivals will be permitted to either attend the compulsory briefing session or submit bids. The bid box is open 24 hours a day, 7 days a week

PART A INVITATION TO BID

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ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	917 – 2022/2023	CLOSING DATE:	06/03/2023	CLOSING TIME:	11:00
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DESCRIPTION	CLEANING SERVICES AT THE DEPARTMENT OF AGRICULTURE: WESTERN CAPE
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Muldersvlei Road (Tender Box at Security Gate)

GPS Co-ordinates: 33.845259 S 18.834722 E

Elsenburg

7607

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	A Oostendorp / D Prinsloo			CONTACT	C Louw		
TELEPHONE NUMBER	021 808 5156 / 5442			TELEPHONE	021 808 5145		
FACSIMILE NUMBER	None			FACSIMILE	None		
E-MAIL ADDRESS	Abegail.Oostendorp@westerncape.gov.za Davita.Prinsloo@westerncape.gov.za			E-MAIL ADDRESS	Christine.Louw@westerncape.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	WCSEB No. ☐	☐	TCS PIN:		AND	CSD No: ☐	MAAA ☐
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] Yes No						
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		YES ☐ NO ☐	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		YES ☐ NO ☐	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
		☐ ☐	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT:

- All bids must be submitted on the official forms – (not to be re-typed)
- **Use black ink to fill in these form**
- No bids forwarded by telegram, telex, facsimile are considered, however photo-stat copies or facsimiles which is filled in and signed original will be accepted as valid.
- All bid offers received will be advertised on the Departments website.

<http://www.elsenburg.com/jobs-and-tenders/bid-opening-certificates>

Bids will be opened after 11h00 on the day of bid closure.

- Compulsory documents such as WCBD 1, WCBD 3, WCBD 4, WCBD 6.1 and BEE Certificate must be valid and all fields to be duly completed for the validity of the bid as stipulated on the bid documents. It will be the bidder's responsibility to ensure that any expired documents to be resubmitted to the department.

If at the Bid Evaluation phase documents were not received bidders will be deemed to be non-compliant and the bid will be passed over for the evaluation purpose.

- All Taxes must be included in the tender price.

Central Supplier Database Registration

As of 1 April 2016 the Provincial Government of the Western Cape will **ONLY** contract with businesses duly registered on the Central Supplier Database

All **prospective** Service Providers are invited to register as a supplier on the Central Supplier Database. Enquiries regarding the registration process may be referred Western Cape Support on 086 122 5577 / sa-supplierdatabase@sap.com

Please sign that you have read and understood the requirements /conditions of the bid.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE

(Services)

NAME OF BIDDER:

BID NO: **917 – 2022/2023**CLOSING TIME **11:00**CLOSING DATE: **06 March 2023**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

1. DETAILED PRICING OF CLEANING SERVICESSALARIES: BIDDER'S OWN PERSONNEL (**INCL VAT**) FOR 1ST YEAR

R_____ per hour x 8 hours per day x amount of days per week x 4.333 (average weeks per month)

POSITION	NO.	SALARIES PER EMPLOYEE	TOTAL PER MONTH	TOTAL 1 ST YEAR
Supervisor	2			
Cleaners	31			
TOTAL				

BONUSES: BIDDER'S OWN PERSONNEL (**INCL VAT**) FOR 1ST YEAR

Annual bonus is payable in Dec of each year.

R_____ (weekly wage) x 4.333

POSITION	NO.	YEARLY BONUS PER EMPLOYEE	TOTAL 1 ST YEAR	(TOTAL PER MONTH)
Supervisor	2			
Cleaners	31			
TOTAL				

LABOUR AND OTHER COSTS (INCL VAT) / MONTH

LABOUR COSTS	COSTS PER MONTH	COST 1 ST YEAR
SALARIES AND WAGES (as from above)		
BONUSES (as from above)		
UIF (____%)		
SKILLS DEVELOPMENT LEVY (____%)		
COIDA (____%)		
OTHER CONTRIBUTIONS (IF APPLICABLE) Specify: _____ (____%)		

ANNUAL LEAVE REPLACEMENT (15 days per cleaner per year) 31 cleaners x 15 days = 450 days a year 450 days x R_____ (day wage (R_____ x 8 hours)) = R_____ per year / 12 months = R_____ per month		
ANNUAL LEAVE REPLACEMENT (15 days per supervisor per year) 2 supervisors x 15 days = 30 days a year 30 days x R_____ (day wage (R_____ x 8 hours)) = R_____ per year / 12 months = R_____ per month		
SICK LEAVE REPLACEMENT(10 days per cleaner per year) 31 cleaners x 10 days = 300 days a year 300 days x R_____ (day wage (R_____ x 8 hours)) = R_____ per year / 12 months = R_____ per month		
SICK LEAVE REPLACEMENT(10 days per supervisor per year) 2 supervisors x 10 days = 20 days a year 20 days x R_____ (day wage (R_____ x 8 hours)) = R_____ per year / 12 months = R_____ per month		
FAMILY RESPONSIBILITY LEAVE (3 days per cleaner per year) 30 cleaners x 3 days = 90 days a year 90 days x R_____ (day wage (R_____ x 8 hours)) = R_____ per year / 12 months = R_____ per month		
FAMILY RESPONSIBILITY LEAVE (3 days per supervisor per year) 2 supervisors x 3 days = 6 days a year 6 days x R_____ (day wage (R_____ x 8 hours)) = R_____ per year / 12 months = R_____ per month		

TOTAL COSTS ON SALARIES, BONUSES, CONTRIBUTIONS AND LEAVE FOR 1ST YEAR		
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(A) TOTAL COSTS ON SALARIES, BONUSES, CONTRIBUTIONS AND LEAVE FOR CONTRACT PERIOD (1ST YEAR COST x 3 YEARS)		
OTHER COSTS	COSTS PER MONTH	COST FOR 36 MONTHS
UNIFORMS 33 Cleaners / Supervisors		
CLEANING MATERIALS		
EQUIPMENT		
TRANSPORT		
OTHER COSTS (TO BE SPECIFIED)		
ADMIN FEE/PROFIT		
(B) TOTAL COST		

GRAND TOTAL (A+B)	N/A	
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Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX

Any enquiries regarding bidding procedures may be
directed to the bid administration office–

Ms A Oostendorp/ D. Prinsloo

TELEPHONE: (021) 808 5156/ 5442

Or for technical information –
Ms. C Louw

TELEPHONE: (021) 808-5145

PROVINCIAL GOVERNMENT OF WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means –

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

"entity" means any —

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's —

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means —

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOPS" means —

Remunerative Work Outside the Public Service

"spouse" means a person's —

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion;

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

- (i) resigned as an employee of the government institution or;
- (ii) cease conducting business with an organ of state or;
- (iii) resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside the public enterprise should first obtain the necessary approval (RWOP), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	☐ NO ☐ YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOP")	☐ NO ☐ YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	☐ NO ☐ YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT / ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)

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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

- C1.** Did the entity conduct business with an organ of state in the last twelve months?
(If yes complete Table C)

NO	YES
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C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

- C3.** Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
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- C4.** Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

NO	YES
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(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

- C5.** If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES	N/A
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- C6.** Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
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- C7.** Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

NO	YES
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If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration? ANSWER:

1.2 Do you have any objection to taking the prescribed oath? ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....

1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

..... SIGNATURE FULL NAMES

Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa Date:

.....Place

Business Address:

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

SPECIFICATIONS/TERMS OF REFERENCE

BID 917-2022/2023

BACKGROUND

The basis of the proposed contract is that the service provider supplies full cleaning services in respect of the Cleaning Areas (as specified) and charges the Western Cape Department of Agriculture (here forth referred to "the Department") a fixed price for rendering such service.

The Department requires the best service possible at a competitive price. The service provider must ensure that its offer contains comprehensive and detailed information on the products and services offered.

Contract period:

This contract shall commence on **01 May 2023 and terminate on 30 April 2026** or as per agreement. The contract is for 36 months only but may be extended for an additional two years (24 months) after officially validated by the BID Committee.

The definitions and rules of interpretation contained in the Accounting Officer's Supply Chain Management System shall apply to these Conditions of Contract.

The specified Cleaning Areas (refer to Annexure A) are located at Elsenburg Research Farm, Muldersvlei Road and Kromme Rhee.

Any enquiries relating to this bid invitation may only be addressed to:

Name: Christine Louw or Abegail Oostendorp
Tel.: (021) 808 5145 or (021) 808 5156
Cell: 083 642 0608

All replies to this bid invitation should incorporate all the documents forming part of this bid invitation. Bidders should ensure that they comply with all conditions attached to this bid invitation.

BID CONDITIONS

No	Description	Agree	
		Yes	No
1	The total bid price quoted must include all salaries, wages and overhead costs and must be inclusive of all taxes.		
2	Escalation for the 2 nd and 3 rd year's prices on <u>statutory labour costs</u> must not be included. Escalation for the 2 nd and 3 rd year's prices on <u>consumables and other costs</u> must be included.		
3	Successful bidder must be in the financial position to carry the cost of the bid for a minimum period of two months.		
4	Confirmation/proof of utility vehicle, similar or equal to a VW Caddy panel van OR Nissan NP200 to be on site for the duration of the bid for the transportation of all staff, cleaning materials and cleaning equipment.		
5	Ensure that a full time (7am to 4pm daily) licensed driver is on site for the full duration of the contract.		
6	Proven experience of similar cleaning contracts (similar in nature and size of this contract)		
7	Membership with the National Contract Cleaners Association (NCCA)		

MANDATORY DOCUMENTS/REQUIREMENTS

No	Description	Attached	
		Yes	No
1	Duly registered on the CSD (Central Supplier Database) attach proof of registration		
2	Duly completed WCBD4		
3	BBBEE status level certificate / sworn affidavit		
4	Duly completed price breakdown sheet, indicating costs per month must be submitted to the Department and must be valid for 120 days from the closing date of the bid.		
5	Site visit and Bid meeting: A compulsory site visit will be held in respect of this bid invitation. The details of the site visit are as follows: Date: 27 February 2023 Time: 10h00am Venue: Auditorium, Main building, Elsenburg The purpose of the site visit shall be to enable bidders to acquaint themselves with the requirements of the Department and the premises.		

	Only one representative from a company will be allowed to attend the compulsory site visit. Failure to attend the compulsory site visit will result in disqualification. The bidder must sign the attendance register on the date of the visit. Signature of this document will constitute proof of compliance with this condition.		
6	Proof of registration with the National Contract Cleaning Association. Successful bidder to resubmit proof of registration on an annual basis.		
7	Audited financial income statements for the last two years		
8	Proof of licenced driver		
9	Proof of vehicle to be used for the service (registration of vehicle or proof of rental agreement for hired vehicle)		
10	Three references of previous contracts, similar in size and nature of this contract . Reference letters must include the following information: • Nature of service rendered • Location where the contract was executed • Cleaning size (per m²) of each site to be indicated • Contract duration • Service quality Number of staff who delivered the service		
11	Quotations must be provided for any additional services required per hours as follows: • Weekly rate; between 07:00 and 16:00 • After hours and Saturday rate; between 16:00 and 07:00 • Sunday and Public holidays rate This must include costs for labour, consumables/equipment and traveling. These prices must not form part of the total bid price as mentioned in number 1 of the Bid Conditions. These prices to be reviewed on an annual basis.		

OTHER BID SPECIFICATIONS/TERMS OF REFERENCE

1. Facilities Manager

The Facilities Manager appointed by the Department as provided for herein shall provide support services in respect of the services provided by various bidders at the premises. Once this person has been appointed the primary contact between the Department and the bidder shall be through such facilities manager.

2. The bidder shall provide the cleaning services in accordance with the service specifications and service levels detailed in this contract.

3. Performance and Quality Management

3.1 Procedures:

The successful bidder shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services.

3.2 Service complaints and help desk procedure:

The successful bidder shall, as necessary, give attention to all valid service complaints, suggestions and constructive criticisms from the Department, and its service users.

3.3 Evaluation of services: Penalties

- Late arrival, per cleaner (no grace period) – R100,00
- Late arrival, per supervisor (no grace period) – R150,00
- Arriving late, more than 2 hours after scheduled time per cleaner – R200,00
- Arriving late, more than 2 hours after scheduled time per supervisor – R300,00
- Absence for any period of time during working day, per person per day – R200
- Absence without replacement, per cleaner/supervisor – Equivalent to a day's wage
- Absence without replacement, per licensed driver – Equivalent to a day's wage
- Sleep on duty – R1500,00 and immediate removal of the cleaner/supervisor from site
- Failed to wear prescribed uniform, per person per day – R100,00
- Fail to display official identification badge, per person per day – R100,00
- Cleaning equipment not operational as per bid document, item per day – R100,00
- Cleaning material needed for daily operations not available, per item per day – R100,00
- Cleaning of windows, not adhere to the agreed program – The Department will appoint a contractor, cost will be for bidder's account.
- Vehicle not on site or not operational as per bid document, per day or portion of a day – R500,00

4 Performance review meetings

4.1 Performance review meetings to be held on a monthly basis or as required and shall be attended by the Facilities Manager and the successful bidder's Cleaning Project Officer and their supervisors. Minutes of such meeting will be made available.

4.2 Agenda items for these meetings must reach the Department's Facilities Manager, via e-mail, no later than two days before the monthly meeting and shall include a minimum of the following:

4.2.1 Discuss required amendments to this contract;

4.2.2 Where appropriate, agreeing such changes in writing and incorporating such changes into this contract;

4.2.3 Service control information;

4.2.4 Findings of the periodic service checks;

4.2.5 Service cost and/or invoices;

- 4.2.6 All agenda items must be addressed at the meeting.
- 5 Performance of the successful bidder
- 5.1 Control information: The successful bidder shall submit to the Department, on a monthly basis, the following management information in a format approved by the Department:
- 5.1.1 Nature and volume of workload;
 - 5.1.2 Quality Control Information
 - 5.1.3 Staff training
 - 5.1.4 Service reports detailing compliance with stipulated service levels
 - 5.1.5 Problems reported
 - 5.1.6 Compliance requirements
- 5.2 Where both a quality standard and an agreed frequency are stipulated in respect of a responsibility, the bidder shall be required to comply with both the quality and the frequency standard.
- 5.3 The cleaning services should be provided 100% (One Hundred Percent) in accordance with the agreed frequencies stipulated below (refer to table 1 and 2, pages 15 to 24) and should under no circumstance disrupt the routine activities of the Department.
- 6 Accounts and payments
- 6.1 The Department shall appoint a Facilities Manager and the successful bidder a Cleaning Project Officer (CPO) who shall work in close cooperation in order to facilitate the flow of information, solving of problems, accounts, payments etc. between the parties.
- 6.2 The successful bidder must keep to general acceptable accounting practices and will keep all accounting records in respect of the rendering of the cleaning services.
- 6.3 The accounting period shall run from the 1st day until the last day of each month.
- 6.4 Claims for payment of the monthly fee in respect of the cleaning services, must be submitted to the Supply Chain Management payment unit and a copy must be sent to the Facilities Manager who has the final responsibility to ensure that the service rendered by the successful bidder conforms to the specifications of this contract.
- 6.5 It is hereby agreed that payment of tax invoices received by the Department in terms of the services rendered, shall be effected within 30 days after receipt of a correctly completed and certified tax invoice. The Department does not accept responsibility for delays in payment due to faulty tax invoices being submitted.
- 6.6 Payment of the contract sum
- 6.6.1 The bidder is required to submit a monthly tax invoice within the first five working days of the following month.
 - 6.6.2 Unless otherwise agreed, the contract price stipulated by the bidder shall be fixed for the period of this contract, excluding the labour costs.

7 Management services

- 7.1 The successful bidder undertakes to provide management services in respect of quantity and quality control and supervision of the cleaning services to ensure compliance with the specifications detailed in this contract.
- 7.2 The successful bidder must give the assurance that all workers will be under proper supervision. Any liaison concerning daily needs will be through the supervisor and not directly with the workers and communication with the owner will be between supervisor and owner and not directly with the workers.

8 Monitoring and control

Regular inspections will be carried out by the Facilities Manager to monitor the standard and quality of the services provided. The Facilities Manager shall be entitled to instruct the successful bidder to rectify any breach of the specification forthwith, failure of which will entitle the Department to exercise its remedies stipulated in this contract or the Accounting Officer's Supply Chain Management System.

9 Personnel

- 9.1 The bidder shall provide the following personnel to deliver the service:

Average recommended amount of cleaners to be on duty daily at Elsenburg.

A minimum of 30% of the work force to be male.

Main building	1 Supervisor
	12 Cleaners
Training buildings and Hostels	1 Supervisor
	15 Cleaners
Farm and all other buildings	4 Cleaners

Any cleaner/supervisor who will be absent for one or other reason must be replaced by the successful bidder for the time of absence with another cleaner/supervisor. Penalties will be charged against the successful bidder should the minimum amount of cleaners/supervisors not be on duty per day or any portion of the day (refer to paragraph 3.3, page 4).

- 9.2 All cleaning staff is obliged to wear and display official identification badges provided by the successful bidder. Failure to adhere will lead to penalties being charged against the successful bidder (refer to paragraph 3.3, page 4).
- 9.3 The successful bidder shall ensure that all staff is at all times, clean, neat and properly uniformed. Failure to adhere will lead to penalties being charged against the successful bidder (refer to paragraph 3.3, page 4).

10 Liability

The successful bidder will indemnify, protect, defend and hold harmless the Department from and against all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof and arising out of:

- 10.1 Any claim in respect of any taxes payable by the successful bidder.
- 10.2 Any claim in respect of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 (COIDA) or for any loss for which the successful bidder is liable.
- 10.3 Any claim in respect of the Occupational Health and Safety Act No. 85 of 1993.
- 10.4 Any claim by any third person including any employees of the Department or of the successful bidder for any loss resulting from any bodily injury and/or damage to property by an act or omission of the successful bidder or any of its employees, servants or agents.
- 11 Damage compensation
 - 11.1 The successful bidder will be held responsible for any damage or theft that may be caused, to the premises or content by him/her or his/her employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification accordingly be imposed by the Department against the successful bidder.
 - 11.2 In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the successful bidder undertake to rectify the damage immediately to the satisfaction of the Department. If the successful bidder fails to act immediately after notification, the Department will rectify the damage at will and the costs thereof will be recovered from any moneys outstanding.
- 12 Responsibility of the Department
 - 12.1 The Department shall provide free of charge all necessary electricity, water, office space and other facilities that may be required at the Department's premises to perform the service.
 - 12.2 Adequate and safe lockable storage space for such equipment and materials as in consultation with the Department's Facilities Manager, to leave at the Department's premises from time to time.
 - 12.3 Safe access to the premises at all reasonable times in order that the successful bidder may carry out its obligations in terms of the contract. Necessary copies of keys will be provided and are to be retained by the supervisor/s only as per paragraphs 12.1 and 12.2.
 - 12.4 To provide all necessary documentation to meet with Departmental security requirements. All of the bidder's employees to be security classified before being allowed onto the site.
- 13 Responsibility of the successful bidder

The successful bidder shall:

 - 13.1 Provide everything necessary for the proper execution of the cleaning works to the due intent of the specification.
 - 13.2 Maintain its equipment in good order.

- 13.3 Oblige by fair labour practice as prescribed by the Basic Conditions of Employment Act No. 20 of 2013 and relevant legislation. Non-compliance hereof will lead to the termination of this contract.
- 13.4 Observe all statutory conditions of employment as to wages and other contributions, hours of work, overtime or leave applicable etc. to the contract cleaning industry, Sectorial Determination no 1.
- 13.5 Supply an adequate labour force in order to render an acceptable standard of service to the Department. This labour force is to conduct itself in an efficient and professional manner, and, in carrying out their duties, is to keep disturbances to the staff of the building to a minimum.
- 13.6 The successful bidder's supervisors, who shall be identified in writing to the Departmental representative and empowered to act for him/her, shall constantly be present on site during the official working hours. The supervisors shall attend to any problems or complaints that may arise, and directives given to him/her by the Departmental representative shall be deemed to be given to the successful bidder. The supervisors must be contactable at all times and must be equipped with cellular telephones.
- 13.7 Keep the facilities provided clean and tidy.
- 13.8 Conform to all Laws, Regulations or By-Laws of any Department of State, Provincial Government or Local Authority, which may be applicable hereto.
- 13.9 Be a member of the National Contract Cleaners Association (NCCA). Proof of membership to be submitted on the renewal of the membership.
- 14 Departmental security and emergency regulations and procedures.
- 14.1 The successful bidder agrees to ensure that his/her staff shall comply with the security regulations applicable to the Department.
- 14.2 The successful bidder must supply a list with the names of all his/her staff working at the Department to the Facilities Manager for security reasons. Any personnel changes must be brought to the attention of the Facilities Manager by written notification, who will then inform the Departmental security section. Unidentified staff and staff, whose names do not appear on the list, will not be allowed access to the premises.
- 14.3 Without prejudice to the successful bidder's right to screen personnel prior to employment, the Department maintains the right to point out any staff who pose as a threat to security, health and safety, to the successful bidder who may not further utilise such indicated personnel in the execution of the service in terms of the contract. In the above instance, the successful bidder will cease to employ the indicated personnel at the Department with immediate effect.

15 Fire and safety

- 15.1 The successful bidder or his/her staff shall under no circumstances make use of fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the service.
- 15.2 The successful bidder shall ensure that all staff under his/her control know how to handle fire hazards and are made fully aware of where the fire extinguishers are situated as well as the fire drill procedures of the Department.
- 15.3 The successful bidder shall ensure that all the provisions contained in the Occupational Health and Safety Act No. 95 of 1993 and regulations pertaining thereof are complied with.
- 15.4 Any hazardous situation must immediately be reported to the Department and must be followed up in writing within 24 hours.
- 15.5 Similarly, the Department via the Health and Safety Committee structures will also report in writing to the successful bidder, any hazardous situations requiring his/her attention.
- 15.6 The successful bidder will ensure that all electrical appliances used in the execution of the contract and for which he/she is responsible, are in good working order and that it will not trip the earth leakage system of the Department or pose a danger to any person. The successful bidder will be liable for faulty equipment. Failure to adhere will lead to penalties being charged against the successful bidder (refer to paragraph 3.3, page 4).

16 Additional services

Any modifications to the agreed specification or working hours of the contract shall be valued and agreed in writing between the parties, prior to commencement of work.

17 Work week

- 17.1 The successful bidder will provide the Department with its service for all working days each week, such days to be Monday through to Friday. Official departmental working hours are between 07h00 and 17h00.
- 17.2 Work hours for cleaning contract: 07h00 to 16h00 with a one hour lunch break. Failure to adhere will lead to penalties being charged against the successful bidder (refer to paragraph 3.3, page 4).

18 Contract sum adjustment

- 18.1 Any statutory increase in labour or VAT, which may come into effect during the currency of this contract, shall be payable by the Department and added to the contract sum. For purposes of this contract, statutory labour costs shall be those applicable to the contract cleaning industry. These costs **must not be** included in the original quote.
- 18.2 The successful bidder shall provide documentary proof of such increases to the Department with the application for such an increase.
- 18.3 The successful bidder must conform to the Basic Conditions of Employment Act No. 20 of 2013 and subsequent Gazette amendments concerning wage increase, etc.

19 The successful bidder will be required to provide on a six-month basis a document proving that the statutory minimum wage rates for employees in the contract cleaning sector have been paid over the preceding period for current employees.

19.1 Failure to comply with the above will be treated as a default by the successful bidder, and in addition, this information will be furnished to the Department of Labour.

20 Default by successful bidder

20.1 Where an unsatisfactory service has been rendered, if after receiving written notice from the Department to remedy same, and such default continues for 5 (five) working days the Department may, without cancelling the contract, be entitled to arrange for the execution of any service not rendered in conforming to this specification. Any adverse differences in the price, plus costs to the Department will be for the successful bidder's account. All communication in this regard will be between the Department's Facilities Manager and the supervisors.

Further references regarding default are referred to in the SLA and GCC.

21 Monitoring of services

21.1 The successful bidder's representative is to accompany the Facilities Manager on bi-monthly inspections as regards quality of service rendered, and will attend to any complaints as and when they arise. All such complaints will be delivered to the successful bidder's representative by the Facilities Manager, and are to be attended to within 24 hours.

21.2 The successful bidder must submit the monthly application for payment to the Facilities Manager for confirmation that the service has been delivered to his/her satisfaction.

22 General

22.1 No departure or breach of or failure to comply with any of the conditions shall be deemed to be a condonation, waiving or ratification of such departure, breach or failure to comply unless such condonation, waiving or non-fulfilment has been agreed to in writing through the agency of the Departmental Bid Adjudication Committee.

22.2 Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the agency of the Departmental Bid Adjudication Committee.

22.3 Should the successful bidder alienate his rights and liabilities in terms of this contract, he/she must notify the Assistant-Manager: Bid Administration immediately so that the necessary steps for the cession of the contract can be taken.

23 Changes in scope of contract

23.1 In the event of any building or section thereof becoming unoccupied or alternatively previously unoccupied areas becoming utilised during the currency of the contract, the Facilities Manager shall inform the successful bidder accordingly, so as to cease/start with the service in that particular building.

- 23.2 The monthly contract amount will be adjusted once agreed by both contract parties. One (1) months' notice in writing shall be given to the successful bidder concerning any change in scope.

SPECIFICATION FOR CLEANING

(As per National Contract Cleaners Association (NCCA), guide to cleaning)

1 Introduction

This part of the bid invitation sets out the roles and responsibilities of the parties and the specifications and service levels relating to the cleaning services, together with further conditions of contract.

2 Definitions and rules of interpretations

2.1 The definitions and rules of interpretation contained in the Accounting Officer's Supply Chain Management System shall apply mutatis mutandis to this bid invitation. In addition, the following words and phrases shall have the following meanings:

2.2 "Cleaning areas" means the areas within the premises of which the cleaning services are to be provided.

2.3 "Facilities Manager" means the facilities manager appointed by the Department in respect of the premises in accordance with the provisions of this contract;

2.4 "Supply Chain Management" means the body involved in the invitation, evaluation and adjudication of bids on behalf of the Department;

2.5 "Premises" means the premises situated at Elsenburg Research Farm;

2.6 "Service Level" means the stipulated criteria applicable to the cleaning services, including any criteria relating to the quality, quantity or frequency of such services;

2.7 "Service Provider" means:

2.7.1 in the case of Bid documents received, the bidder, and

2.7.2 in the case where a contract has been concluded with such bidder, the successful bidder;

2.7.3 "Cleaning Services" or "Services" means the services to be provided by the service provider.

3 Cleaning specifications

3.1 Scope of cleaning services

The successful bidder shall provide all management, tools, equipment and labour necessary to ensure that the services are provided in accordance with commonly accepted commercial practices, the provisions of this contract and to ensure that the premises reflect a clean, neat and professional appearance and image.

The service responsibilities and specifications stipulated shall not be construed as an exhaustive list and the successful bidder shall be required to provide ancillary services or to comply with ancillary responsibilities and specifications to the extent that this may be required for the effective compliance with the stipulated responsibilities, subject to prices.

The successful bidder shall provide the cleaning services as more fully detailed in the specifications below and shall provide the following general categories of cleaning services:

1.	General internal cleaning;
2.	Select external cleaning (covered areas and windows);
3.	Cleaning of windows and
4.	Strip and seal of resilient floors.

3.2 Premises

3.2.1 The successful bidder shall, save as otherwise provided herein, be responsible to provide the cleaning services in respect of the cleaning areas (Annexure A).

3.2.2 All biosecurity measures must be complied with.

3.3 General responsibilities relating to the cleaning services.

3.3.1 The successful bidder shall comply fully with the following general responsibilities relating with the services, materials and consumables.

The successful bidder shall:

3.3.1.1 be responsible for the provision of and safe storage, distribution and control of all cleaning materials and consumables required to provide the services i.e. toilet rolls, bin liners, and paper hand towels. These consumables and cleaning materials shall be of SABS standards, provided and managed at the successful bidder's cost.

3.3.1.2 be responsible for the delivery and offloading of all cleaning material or equipment.

3.3.1.3 ensure that its personnel are properly trained in the safe and effective use of all cleaning materials and consumables.

3.4 Equipment

The successful bidder must:

3.4.1 Provide sufficient cleaning and hygiene equipment required to provide the services at the different buildings.

3.4.2 Provide a motor vehicle. The motor vehicle must be suitable for the transportation of the cleaners and all necessary cleaning and hygiene equipment etc. needed to provide the services at the different buildings. The bidder must take into consideration that the buildings

at the Agricultural College and the Farm Area are spread approximately 1 to 5 km from the Main building. The Ostrich centre based at Kromme Rhee is 7kms (single trip) from Elsenburg. No government transport will be available to transport the cleaners or their equipment at any time. Failure to adhere will lead to penalties being charged against the successful bidder (refer to paragraph 3.3, page 4).

- 3.4.3 Ensure that a full time licensed driver be on site for the full duration of the contract. Failure to adhere will lead to penalties being charged against the successful bidder (refer to paragraph 3.3, page 4).
- 3.4.4 Ensure that all equipment used in the provision of the services is reasonably noise restricted as to avoid any interruptions to the business operations of the Department or any of the service users. Failure to adhere will lead to penalties being charged against the successful bidder (refer to paragraph 3.3, page 4).
- 3.4.5 Ensure that the equipment used in the provision of the services is compliant with all applicable laws and regulations.
- 3.4.6 Ensure that personnel are properly trained in the safe and effective use of the equipment.
- 3.4.7 Empty or clean machines and equipment only at places as indicated.
- 3.4.8 Ensure that the equipment is sufficient to deliver the full service at all the areas of the site.
- 3.5 Warning signs/device
 - 3.5.1 The successful bidder shall provide warning signs in all areas of operation where people could be injured because of the cleaning activities, (e.g. wet floors), and when toilets are being serviced.
 - 3.5.2 The warning signs shall be neat and easy to read, from a short distance, and are to be approved by the safety representative of the Department prior to use.
- 3.6 Window cleaning equipment
 - 3.6.1 The successful bidder must be fully equipped to clean the windows of all the areas identified on the General Information on Buildings as per the Cleaning Areas list (Annexure A). The successful bidder is to submit a program within the first two weeks after the commencement of the contract when windows will be cleaned. Failure to comply may lead to the termination of the contract.
 - 3.6.2 The successful bidder is to provide all necessary equipment for window cleaning such as ladders, scaffolds, etc. Chairs, etc. should not be used. All equipment should be in line with Occupational Health and Safety requirements.
- 4 Service specifications, as per National Contract Cleaners Association (NCCA) guide to cleaning.

The successful bidder shall be responsible for cleaning the entire designated cleaning areas and shall comply fully with the following cleaning specification:

Student accommodation is excluded from the following cleaning specifications and will be specified separately.

"As necessary": Per instruction of the Departments Facilities Manager

To be performed by the successful bidder, to be included in the bid price

TABLE 1

	STANDARD METHOD	FREQUENCY
Ashtrays	Empty and wet wipe	Daily
Banisters	Dust	Twice weekly
	Wet wipe	Weekly
Basins	Wet wipe with hard surface cleaner	Daily
	Remove mineral deposits	Monthly
	Fill liquid soap holders	Twice daily
	Fill paper hand towels dispensers	Twice daily
Baths	Wet wipe with hard surface cleaner	Daily
Blinds	Vertical – remove dust	Monthly
	Horizontal – damp wipe	Monthly
Balcony / Catwalks	Remove litter and sweep	Monthly
Carpets	Vacuum	Twice weekly
	Remove spots and stains	As necessary
	Interim clean	As necessary
	Restorative clean	As necessary
Ceilings	Dust and wipe air vents	Quarterly
Chairs	Upholstery - Vacuum	Fortnightly
	- Spot clean	As necessary
	- Shampoo	As necessary
	Vinyl / leather – dust	Daily
	- Damp wipe	Fortnightly
Compactors	Clear litter from area	Daily
Courtyards	Remove litter	Daily
	Sweep	Weekly
Curtains	Wash or dry clean All curtains, including linings and drapes should be removed by the bidder. The bidder will also return it to its original positions.	As necessary
Desks	Natural unsealed wood – dust	Twice weekly
	Sealed wood – polish	Twice weekly
	Scaled wood/glass/Formica	
	- Dust or damp wipe	Twice weekly
	- Polish	Weekly

Doors	Remove finger-marks on glass and push plates with a degreasing agent and equipment that will not scratch the surface. Remove dirty spots on wooden and metal doors. Polish door knobs with an approved metal polish	Twice weekly Weekly
	Dust or damp wipe	Monthly
	Damp wipe door handles	Weekly
Electrical Equipment	Dust	Twice weekly
	Damp wipe	Weekly
	Damp wipe door handles	Weekly
Entrances	Remove litter	Daily
	Sweep	Daily
	Cleaning with high pressure spray	Weekly
Fire Escapes	Treads – sweep	Weekly
	Hand rails – damp wipe	Weekly
Floors – Resilient (vinyl, PVC, linoleum, sealed wood, etc.)		
High traffic	Remove dust with mop – or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean or burnish using a mechanised system	Three times weekly
	Light scrub and apply maintenance coat	As necessary
	Strip clean and reseal	As necessary
Low traffic	Remove dust with mop or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean or burnish using mechanised system	Weekly
	Light scrub and apply maintenance coat	As necessary
	Strip clean and reseal	As necessary
Floors – Hard (ceramic, marble, granite, brick, Concrete, etc.)		
High traffic	Remove dust with mop or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean or burnish using a mechanised system	Twice weekly
	Machine scrub and dry to remove accumulated soilage.	As necessary

Low traffic	Remove dust with mop or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean using a mechanised system and machine scrub and dry	As necessary
Garages/Covered and Uncovered Parking	Remove litter	Daily
	Remove dust using mechanised sweeper or broom	Weekly / as necessary
	Remove oil spillage with degreaser (machine scrub and dry)	As necessary
Heaters	Dust and damp wipe	Weekly
Kitchens	All containers, crockery and cutlery, washed, dried and stored	As necessary
	Floors swept and washed with antiseptic cleaning substance. Work surfaces damp wet cloth, wiped and dried	Daily
	Walls and cupboard doors damp wipe	Twice weekly
	Cupboard storage, cleaned, wet wipes and disinfected	Monthly
Lamps	Dusted	Daily
	Damp wiped	Weekly
Lifts	Sweep, damp mop or vacuum all floor type and remove marks from doors	Daily
	Damp wipe walls	Weekly
Lights	Dust	Monthly
Light switch	Damp wipe	Weekly
Mirrors	In washrooms – wet wipe and dry	Daily
	Ornamental – use glass cleaner	Weekly
Notice Boards	Clean	Weekly
Ornaments	Dust and damp wipe	Twice weekly
Ovens/Stoves	Wet wipe hot plates with hard surface cleaner	Daily
	Use caustic aerosol spray on emancified oven surfaces	Monthly
	Wet wipe and rinse inside surfaces of microwaves	Weekly
Partitions	Spot clean	As necessary
	Wet wipe washable surfaces	Twice annually
	Clean glass with glass cleaner	Monthly
Paving	Remove litter	Daily
	Remove dust by sweeping	Weekly
Pictures	Dust frames	Fortnightly

	Damp wipe frames and clean glass	Monthly
Pipes	Dust	Twice weekly
	Damp wipe	Monthly
Plugs	Damp wipe	Weekly
Power Skirt	Dust and damp wipe	Weekly
Radiators	Dust	Twice weekly
	Damp wipe	Weekly
Railings	Dust	Daily
	Damp wipe	Twice weekly
Refrigerators	Damp wipe top	Twice weekly
	Damp wipe doors and sides	Weekly
	Remove contents and damp wipe shelves	Weekly
	Defrost and clean shelves and inside surfaces	Every two months
Rubbish bins	Empty and damp wipe Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles. The contents of wastebaskets and ashtrays and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose.	Daily
	Remove stains and disinfect	Weekly or as necessary
Screens	Vacuum	As necessary
Sneeze Screens	Damp wipe	Twice weekly
Shelves	Dust those that are empty	Weekly
	Damp wipe when shelves are cleared	As necessary
Showers	Remove fats and grease from walls, door and floor using hard surface cleaner	Daily
Sinks	Wet wipe	As necessary
Skirting	Dust	Twice weekly
	Damp wipe	Weekly
Stairs	Sweep, dust, mop or vacuum treads	Daily
Switches	Damp wipe	Weekly
Tables	In canteens wet wipe	Daily
	Other areas as for desks	Twice weekly
Taps	Wet wipe with hard surface cleaner	Daily
	Remove mineral deposits	Monthly
Telephones	Dust	Twice weekly

	Damp wipe with disinfectant or deodoriser	Twice weekly
Toilets	To be cleaned early in the morning before staff arrives for work, i.e. from 07:30 and again 11:00 and 14:30.	Daily
	Ensure usability and replenish consumables (toilet paper and airfreshner)	Three or more times daily
	Remove soilage from bowl and under flush rim with hard surface cleaner and a brush	Daily
	Remove mineral deposits	Monthly
	Wet wash seat and lid, cistern etc.	Daily
	Disinfect all components	Daily
	Wet wipe doors and walls	Twice weekly
	Remove litter	As necessary
Urinals	Wet wipe with hard surface cleaner or disinfectant to specifications of waterless urinals	Daily
	Wet pipe and dry pipes and flushing mechanisms	Daily
	Deep cleaned with acid based detergent	Twice monthly
	Mop step or floor at urinal with disinfectant	As necessary
	Remove mineral deposits from gullies and drains	Monthly
Walls	Remove all spots and fingerprints on walls, painted surfaces, electric switches, etc.	As necessary
	Wet wipe and dry washable surfaces	Twice annually
Waste Paper	Remove all waste paper from containers to identified storage areas on site	Twice weekly
Windows	Clean inside faces with glass cleaner	Quarterly
	Clean outside faces with glass cleaner or squeegee	Twice a year
Window sills	Dust	Twice weekly
	Dust and damp wipe	Weekly

Service specifications, as per National Contract Cleaners Association (NCCA) guide to cleaning).

The successful bidder shall be responsible for cleaning all **student accommodation** as specified below and shall comply fully with the following cleaning specification:

“As necessary”: Per instruction of the Departments Facilities Manager

To be performed by the successful bidder, to be included in the bid price

TABLE 2

	STANDARD METHOD	FREQUENCY
Air vents	Wash	Quarterly
Ashtrays	Empty and wet wipe	Daily
Banisters	Dust	Twice weekly
	Wet wipe	Weekly
Basins	Was and scrub with appropriate detergent	Daily
Baths	Was and scrub with appropriate detergent	Daily
Blinds	Vertical – remove dust	Monthly
	Horizontal – damp wipe	Monthly
Balcony / Catwalks	Remove litter and sweep	Monthly
Ceilings	Wash and scrub	Quarterly
Chairs	Upholstery - Vacuum	Fortnightly
	- Spot clean	As necessary
	- Shampoo	As necessary
	Vinyl and leather – dust	Daily
	- damp wipe	Fortnightly
Compactors	Clear litter from area	Daily
Courtyards	Remove litter	Daily
	Sweep	Weekly
	Clean with high pressure	Weekly
Curtains	Wash or dry clean All curtains, including linings and drapes should be removed by the bidder. The bidder will also return it to its original positions.	As necessary
Desks	Natural unsealed wood – dust	Weekly
	sealed wood – polish	Weekly
	Scaled wood/glass/Formica	
	- dust or damp wipe	Weekly
	- polish	Weekly
Doors	Remove finger-marks on glass and push plates with a degreasing agent and equipment that will not scratch the surface. Remove dirty spots on wooden and metal doors.	Twice weekly

	Polish door knobs with an approved metal polish	Weekly
	Dust or damp wipe	Monthly
	Damp wipe door handles	Weekly
Electrical Equipment	Dust and damp wipe	Weekly
Entrances	Remove litter	Daily
	Sweep	Daily
	Cleaning with high pressure spray	Weekly
	Treads – sweep	Daily
	Hand rails – damp wipe	Daily
Floors – Resilient (vinyl, PVC, linoleum, sealed wood, etc.)		
High traffic	Remove dust with mop – or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean or burnish using a mechanised system	Three times weekly
	Light scrub and apply maintenance coat	As necessary
	Strip clean and reseal	As necessary
	Drying of water when flooding occur	As necessary
Low traffic	Remove dust with mop or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean or burnish using mechanised system	Weekly
	Light scrub and apply maintenance coat	As necessary
	Strip clean and reseal	As necessary
	Drying of water when flooding occur	As necessary
Floors – Hard (ceramic, marble, granite, brick, Concrete, etc.)		
High traffic	Remove dust with mop or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean or burnish using a mechanised system	Weekly
	Machine scrub and dry to remove accumulated soilage.	As necessary
	Drying of water when flooding occur	As necessary
Low traffic	Remove dust with mop or disposable cloth sweeper	Daily
	Damp mop for soilage	As necessary
	Spray clean using a mechanised system and machine scrub and dry	As necessary

	Drying of water when flooding occur	As necessary
Garages/Covered and Uncovered Parking	Remove litter	Daily
	Remove dust using mechanised sweeper or broom	Weekly
	Remove oil spillage with degreaser (machine scrub and dry)	As necessary
Kitchens	Floors swept and washed with SABS approved antiseptic cleaning substance. Work surfaces was and dried with SABS approved cleaning detergent	Daily Daily
	Walls and cupboard doors damp wipe	Twice weekly
	Cupboard storage, washed and disinfected with SABS approved agent	Monthly
Lamps	Dusted	Weekly
	Damp wiped	Weekly
Lights	Dust	Monthly
Light switches	Damp wipe	Weekly
Mirrors	In washrooms – wet wipe and dry	Daily
	Ornamental – use glass cleaner	Weekly
Notice Boards	Clean	Weekly
Ovens/Stoves	Wet wipe and rinse inside surfaces of microwaves	Daily
Partitions	Spot clean	As necessary
	Wet wipe washable surfaces	Twice annually
	Clean glass with glass cleaner	Monthly
Paving	Remove litter	Daily
	Remove dust by sweeping	Weekly
	Cleaning with high pressure spray	Monthly
Pictures	Dust frames	Fortnightly
	Damp wipe frames and clean glass	Monthly
Pipes	Dust	Weekly
	Damp wipe	Monthly
Plugs	Damp wipe	Weekly
Power Skirt	Dust and damp wipe	Weekly
Railings	Dust	Daily
	Damp wipe	Daily
Refrigerators	Damp wipe top	Weekly
	Damp wipe doors and sides	Weekly

Rubbish bins	Empty and damp wipe Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles. The contents of wastebaskets and ashtrays and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose.	Daily
	Remove stains and disinfect	Weekly or as necessary
Screens	Vacuum	As necessary
Sneeze Screens	Damp wipe	Twice weekly
Shelves	Dust those that are empty	Weekly
	Damp wipe when shelves are cleared	As necessary
Showers	Remove fats and grease from walls, door and floor using hard surface cleaner e.g. VIM or Handy Andy	Daily
Sinks	Wash and scrub	Daily
Skirting	Dust	Daily
	Damp wipe / wash	Weekly
Stairs	Sweep, dust, mop or vacuum treads	Daily
Switches	Damp wipe	Weekly
Tables	In canteens wet wipe	Daily
	Other areas as for desks	
Taps	Wet wipe / wash with hard surface cleaner detergent	Daily
	Remove mineral deposits	Monthly
Telephones	Dust	Daily
	Damp wipe with disinfectant or deodoriser	Twice weekly
Toilets	To be cleaned early in the morning before staff arrives for work, i.e. from 07:30 and again 11:00 and 14:30.	Daily
	Ensure usability and replenish consumables (toilet paper and airfreshner)	Three or more times daily
	Remove soilage from bowl and under flush rim with hard surface cleaner and a brush	Daily
	Remove mineral deposits	Monthly
	Wet wash seat and lid, cistern etc.	Daily
	Disinfect all components	Daily

	Wet wipe doors and walls	Twice weekly
	Remove litter	As necessary
Urinals	Wet wipe with hard surface cleaner or disinfectant to specifications of waterless urinals	Daily
	Wet pipe and dry pipes and flushing mechanisms	Daily
	Deep cleaned with acid based detergent	Twice monthly
	Mop step or floor at urinal with disinfectant	As necessary
	Remove mineral deposits from gullies and drains	Monthly
Walls	Remove all spots and fingerprints on walls, painted surfaces, electric switches, etc.	As necessary
	Wet wipe and dry washable surfaces	Twice annually
Waste Paper	Remove all waste paper from containers to identified storage areas on site	Twice weekly
Windows	Clean inside faces with glass cleaner	Quarterly or as necessary
	Clean outside faces with glass cleaner or squeegee	Twice a year or as necessary
Window sills	Dust	Twice weekly
	Dust and damp wipe	Weekly

5 Definitions and terminology used in specifications

5.1 Abbreviations

M = Machinery
 E = Equipment and consumables
 C = Chemicals
 P = Preparation
 A = Action

5.2 Definitions

5.2.1 Cleaning

Is the removal of unwanted matter

5.2.2 Dressing

Usually a dry, bright or buffable polymer and synthetic wax emulsion, applied to resilient floors to protect and/or enhance their aesthetics and ease the cleaning process.

5.2.3 Polish

Usually a petroleum wax or synthetic wax high solids paste or liquid best suited to porous or semi-porous floors e.g. wood, quarry tile, slats, concrete etc. must be buffed to shine.

5.2.4 Sealer

Either polyurethane or acrylic based. Used to make porous floors e.g. wood, concrete and stone etc. essentially non-porous and washable. Non-slip required.

5.2.5 Stripper

A detergent that will chemically unlock the binding molecules in dressings and polishes, and allows them to be removed from the floor. Strippers are ineffective on sealers.

6 Cleaning methods, where used and description

TABLE 3

METHOD	WHERE USED	DESCRIPTION
BURNISH	Resilient and hard floors	M = High-speed rotary polisher (1 000 rpm or more). E = ultra or high-speed floor pad. Spray bottle. C = Floor maintenance spray cleaning detergent. P = Floor to be dust free and dry. A = Spray a fine mist over two to four square metres of floor (coverage 1 000 m ² or more per litre). Pass machine briefly over sprayed area to spread chemical, Systematically cover the area. Two or three passes over the same area should leave it clean and dry with shine restored. Use this technique without spraying if the floor has been mopped with a wash and wax type detergent.
DAMP MOP	Resilient and hard floors	E = Single or double mobile bucket and wringer system. Mop handle and heavy duty mop head or flat/ Butterfly mop or variant. P = floor to be pre-swept. C = warm water solution with either neutral or wash and wax type detergent or disinfectant.

		A = dip mop into solution and wring dry frequently.
DAMP WIPE	Any non-porous or washable surface	E = Bucket, lint free cloth. C = Usually a neutral detergent, but disinfectant cleaners or purpose made detergents also acceptable. P = Surfaces should be dusted. A = Use warm water cloth to be squeezed or wrung out until only damp, but not dripping. Use systematic wiping motion and additional pressure on stubborn soilage. Re-immers cloth in detergent solution frequently and squeeze dry. Change the solution at appropriate intervals to ensure dirt is not reapplied.
DISINFECTANT	Any non-porous or washable surface	E = Bucket and mop (for floors) and lint free cloth (for other surfaces) or spray bottle. C = Chlorine, quaternary ammonium or other disinfectant. A = Apply disinfectant diluted to manufactures specification applicable for the surface, using mop, cloth or spray bottle as appropriate. Apply liberally and allow ten minutes reaction time, then vacuum, mop or wipe dry.
DUST	Any porous or non-porous hard floors	E = Mop sweeper or disposable cloth sweeper. P = Surface must be dry. Mop head must be clean or fitted with unused disposable cloth. A = Push the tool in straight lines or work backwards using a figure eight movement if the tool design allows. Maintain the same leading edge as reversing the direction will cause dirt to fall off. Keep the tool flat on the floor throughout the exercise. Fit new disposable cloths or wash mop heads frequently.
INTERIM CLEANING	Hard floors	More intensive than daily cleaning, but less costly and disruptive than restorative cleaning. M = Suitable floor scrubbing machines e.g. Automatic floor scrubber/dryer. Rotary and wet pick up vacuum etc.

	Carpets	E = Wet mop system, blue pad for light scrubbing, clean mop or lamb's wool applicator. C = Neutral, preferably low foaming, detergent. Appropriate floor dressing. P = Floor to be pre-swept. A = Apply solution from machine tank or with mop. Scrub and vacuum away slurry. Rinse with clean water, vacuum and mop dry. Apply one coat of the floor dressing. Ideal process is dry or nearly so. M = Rotary for pad system spreader for powder system vacuum cleaner. C = Cellulose or other carpet cleaning powder. P = Vacuum carpets. Note: these interim cleanings systems work well on cut pile carpets, but have limited benefits on looped or needle punch carpets. A = Pad system: cover lightly soiled areas or the entire area with impregnated pad fitted to rotary. Powder system: sprinkle powder over soiled areas or entire area as required, covering no more than about ten square metres at a time. Work the powder into the carpet using the spreading machine in one direction and then at right angles. Leave the powder to absorb the dirt for 15 minutes or more, (refer to the manufacturer's directions) and vacuum to remove residue from carpet.
LIGHT SCRUB	Hard floors	Same as interim clean for hard floors.
MAINTENANCE COAT	Hard floors	A single coat of floor dressing applied to a hard or resilient floor after it has had a light scrub or interim clean.
MINERAL DEPOSITS		Brown coloured deposits of mainly calcium and magnesium on or in areas that are nearly always wet e.g. basins, taps, urinals, lavatory bowls. C = A non-corrosive acid detergent. P = Routine soilage to be removed in the normal way.

		A = Apply detergent solution with a cloth or sponge and leave for about ten minutes. Use mildly abrasive scouring pad (e.g. centrepiece of red floor polishing pad) to remove deposits and detergent residue. The process may have to be repeated.
POLISH	Wooden, scaled wood or laminated furniture and fittings	E = Soft dusting cloth. C = Silicone or cream based petroleum wax or synthetic, paste, liquid or aerosol. P = Dust to be removed before any polish is applied. A = Small amount of liquid or spray applied to small area. Allow polish to dry to a haze and buff with a soft polishing cloth.
RESTORATIVE CLEANING	Hard and resilient floors	Referred to as stripping and sealing. M = Automatic scrubber, or rotary floor machine and wet and dry vacuum. E = Black scrubbing pad, wet mopping equipment, lamb's wool or mop applicator, doodlebug hand tool for edges and corners. C = Stripper and floor dressing. P = Litter and loose dust to be removed from the floor. A = Apply diluted stripper with a mop or watering can: allow lying on the floor for ten minutes or more. Scrub floor with machine: use doodlebug for awkward areas (Look after the edges, the middle will look after itself): vacuum slurry ensuring it does not dry out on the floor: rinse with fresh water and vacuum: and mop with fresh water: ensure floor is dry and apply two or three coats (as per manufacturer's specification) of floor dressing.
	Carpets	Usually a damp/wet process requiring time and labour. M – Standard speed rotary floor machine with solution tank and carpet shampoo brush, or purpose built carpet shampooer, and/or spray extraction machine (loosely termed “steam cleaner”).

		C = Dry foam shampoo (six per cent moisture Content in use); detergent for use in extraction machine; de-foamer for extraction machine. P = Carpets to be vacuumed and free of litter. A = Shampoo a small area (about four square metres in) one direction and then again at 90°, ensuring that the carpet is not too wet. For carpets that were only lightly soiled, use the extraction machine as a dry vacuum (or a wet and dry vacuum) with a carpet tool to remove foam and dirt residue. For heavily soiled areas and traffic lanes, spray warm water on carpets with extractor and then suck up residue. The extractor machine may be used without first shampooing.
SPOT CLEANING	Any surface	Remove any spillage or marks that appear immediately (preferably within a day or two of their appearance) using appropriate methods.
SPRAY CLEANING	Hard and resilient floors	Same technique as described under BURNISH, except that machines are slower speed (between 165 and 400 mm) and the pad used is red.
STAIN REMOVAL	Any surface	The difference between a spot and a stain is about ten days". See notes under SPOT REMOVAL. For marks that do not respond to normal cleaning techniques, consult a specialist stain removal guide.
STRIP AND SEAL	Hard and resilient	See notes under RESTORATIVE CLEANING for these floors.
SWEEP	Any hard floors, paving, concrete, etc.	M = Motorised walk behind or ride on sweeper. Mechanised broom or bush sweeper. E = Platform broom (hard bristle for rough surfaces, Soft for smoother surfaces). A = Move machines or brooms over surface at an effective speed without creating clouds of dust by going too fast. Empty machine hoppers regularly if using a broom, leave manageable piles of litter for collection.
VACUUM	Any surface, floors, upholstery, etc.	Carpets should be vacuumed clean with heavy duty vacuum cleaners that are a minimum of 3000W 220-200V.

TOILET PAPER		To be in accordance with SANS 1887-2:2015 and white in colour
DISPOSABLE HAND TOWELS		To be in accordance with the specifications of the hands free dispensers and SANS 1887-4:2015 standard. Must be placed in all restrooms
URINALS		Waterless urinals to be deep cleaned, preferably with an acid based detergent, to specifications
TOILETS		All toilets to have air fresheners and deo-blocks
WASTE REMOVAL		All rubbish to be dispose of in clear refuse bags. 750mm x 950mm, 20 micron Rubbish must remain in bags and not emptied out in rubbish containers.

ANNEXURE A: GENERAL INFORMATION ON BUILDINGS

Cleaning areas to be serviced												53 -55
BUILDING	FREQUENCY	OFFICES	LABS	STAIR CASES	ENTRANCE	CONFERENCE ROOMS	KITCHEN NETS	TOILET ROOMS	TOILET UNITS	SHOWER UNITS	URINAL UNITS	HAND BASIN UNITS
		Meter ²	Meter ²	Meter ²	Meter ²	Meter ²	Meter ²	Meter ²				
MAIN: Lower Ground Floor	Daily	447	0	64	20	84	25	60	7	0	2	6
MAIN: Lower Ground Floor Communication	Daily	84	0	64	6	20	8	30	6	0	0	6
MAIN: Ground Floor	Daily	1900	0	64	500	200	70	50	16	3	15	8
MAIN: 1st Floor	Daily	1758	100	64	300	30	20	34	21	4	3	20
MAIN: 2ND Floor	Daily	1300	100	32	300	0	20	34	10	2	2	10
Management ground floor	Daily	285	0	32	55	50	12	40	0	0	0	0
Management 2nd floor	Daily	226	0	32	150	150	12	40	0	0	0	0
Archive Services	Daily	300	0	0	20	0	0	0	0	0	0	0
Supply Chain Management	Daily	400	0	0	200	35	20	34	6	0	1	4
Restaurant Dining area	Daily	247	0	0	0	0	0	0	0	0	0	0
Glasshouse	Daily	24	0	20	0	0	0	2	1	0	1	1
Bosbraai	On request	150	0	0	0	0	3	20	3	0	1	4
Manor House	On request	0	0	0	0	235	38	15	4	0	2	4
YPP Student House	Daily	182	0	0	76	0	0	38	0	0	0	0
Security Guard House Main gate	Daily	50	0	0	0	0	0	1	1	0	0	0
Security Guard House AET gate	Daily	10	0	0	0	0	0	0	0	0	0	0
Covered and uncovered Parking	Daily	0	0	0	2500	0	0	0	0	0	0	0
Sheep and Wool	Daily	15	0	0	0	0	0	25	4	1	1	6
Agromony office and tearoom	Daily	60										
Pomology offices and tea room	Daily	50	0	0	0	50	24	9	3	2	0	2
Pomology class room	Daily	50										
Horticulture	Daily	16	0	0	0	0	4	18	4	1	0	2
Viticulture and Oenology office	Daily	120	0	0	0	60	20	10	4	1	0	4
Viticulture and Oenology tea room	Daily	25										
Wine Tasting	Daily	351	0	0	0	0	8	3	3	0	1	2

ANNEXURE A: GENERAL INFORMATION ON BUILDINGS

Cellar	Daily	137	0	4	4	30	0	8	2	1	0	2
Cellar Building - offices	Daily	400						30	2		1	
Cellar old post office	Daily	160						20	40	3	1	
Cellar classroom / tasting	Daily	32										
Cellar Mikro Lab	Daily	0	150	0	0	0	0	0	0	0	0	0
Open lab / Computer room	Daily	80	0	0	0	0	0	0	0	0	0	0
FET New Admin building	Daily	160	0	0	0	0	0	10	4	0	0	2
	Daily	85	0	0	0	0	2	4	2	0	0	2
AET Admin Building	Daily	250	0	0	0	0	6	26	11	1	0	7
House no 19 (office)	Daily	130	0	14,5	0	0	30	10	1	1	0	1
FET Old Post Office	Daily	85	0	0	0	0	12	12	4	0	2	2
AET Academic building	Daily	300	0	0	0	0	8	10	2	0	0	2
Lecturer Rooms	Daily	85	0	0	0	0	0	10	11	0	8	12
	Daily	651	0	0	0	0	25	0	11	0	0	11
Library	Daily	250	0	0	0	0	0	0	0	0	0	0
Office of house committee	2x Week	20										
VIP Hall	On request	50										
Percheron Hall	On request	0	0	0	80	485	100	60	9	4	6	9
VIP Braai	On request	30										
Changing rooms at pavillion	On request	75	0	0	0	0	8	3	1	0	0	0
Annex (student accommodation)	Daily	85	0	0	0	0	0	6	2	2	0	2
House 18	Daily	150					30	10	1	1		
Old Hostel	Daily	190					30	60	5	5	2	
House South hostel	Daily	190					30	60	5	5	2	
House North hostel	Daily	190					30	60	5	5	2	
De Kelder 1	Daily	120					30	60	5	5	2	
De Kelder 2	Daily	180					30	60	5	5	2	
House Bacchus	Daily	150					10	30	1	1		
House Danie Greef	Daily	150					30	10	1	1		
Student Braai	On request	40					50	50	3	2	4	
Student gymnasium	Daily	70	0	0	0	0	0	0	0	0	0	0
Equine classrooms nd office	Daily	120	0	0	0	0	0	0	0	0	0	0
Old tobacco building Equine	On request	390	0	0	0	0	0	0	0	0	0	0
Personnel office of terrain workers	Daily	20	0	0	0	0	0	10	1	1	0	0
Farmyard office	Daily	45	0	0	48	0	9	17	3	0	1	2
Engineering Workshop	Daily	36	0	0	91	0	28	10	4	4	3	4

ANNEXURE A: GENERAL INFORMATION ON BUILDINGS

Engineering Workshop	Daily	13	0	0	0	0	9	13	1	1	1	2
Training Workshop	Daily	12	0	0	0	0	0	0	3	2	2	2
Dairy Farm	Daily	140	0	0	0	20	6	25	1	1	1	1
Dairy Farm Arena	Daily	28	0	0	0	0	0	24	3	0	4	3
Dairy Farm Conf area & Braai	Daily	0	0	0	0	154	0	0	0	0	0	0
Dairy Tearoom	Daily						50	20	3	0	0	0
Aquaculture Office	Daily	45	0	0	0	0	0	20	0	0	0	0
FET Workshop @farm	Daily	65										
Welding workshop @ farm	Daily	70										
Kromme Rhee Ostrich centre Offices	Daily	18	32		4			10	3	3		4
Facilities Maintenance	Daily	50			200	20	10	10	1			1
Agrihub	Daily	50	250	0	0	20	0	0	0	0	0	0
Cheese processing facility AET	Daily	50	0	0	0	0	0	0	0	0	0	0
Animal Production staff building AET	Daily	100	0	0	0	0	0	0	0	0	0	0
		13797	632	390,5	4554	1643	857	1231	249	68	73	150
												23644,5

PLEASE NOTE: All areas are gross-measure, across wall, partitions,etc.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|--|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities</p> |

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.