

INVITATION TO BID

BID DESCRIPTION		
Bidder Name:	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR THE OFFICES IN CAPE TOWN (SAAO-SAAO BUILDING), FOR THE PERIOD OF THIRTY SIX (36) MONTHS	
Number:	NRF/SAAO/SSCT/13/2023-24	
Closing Date	14 AUGUST 2023	
Closing Time:	11H00AM	
Compulsory Briefing Session:	31 JULY 2023 AT 12H30	
Venue:	SAAO, OBSERVATORY ROAD	
Address:	OBSERVATORY	
Contact Person:	CAPE TOWN	
	SANCHIA LEWIS	
Fraud Alert:	“The NRF would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.”	
Bid submission email:	scm@saa0.ac.za	
Enquiries are directed in writing to:		
Section	Supply Chain Management	Infrastructure and Projects
Contact person	Nomandla Zibaya	Sanchia Lewis
Email address	scm@saa0.ac.za	sanchia@saa0.ac.za

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INTRODUCTION

INTRODUCTION TO THE SAAO

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation ("SAAO") as the juristic legal entity that will contract with the awarded bidder. Please visit the SAAO website (<https://www.sao.ac.za>) for more information.

BACKGROUND TO SAAO

The SAAO is a facility of the National Research Foundation, which operates under the South African Department of Science and Innovation. The SAAO is comprised of headquarters in the eponymous suburb of Observatory in Cape Town, and a dedicated research and observation station with several working telescopes (including SALT) outside the Karoo town of Sutherland in the Northern Cape. Founded in 1820, the SAAO is the national centre for optical and infrared astronomy in South Africa. Its primary role is to conduct fundamental research in astronomy and astrophysics by providing a world-class facility to scientists. The SAAO also promotes astronomy and astrophysics in southern Africa, by sharing research findings and discoveries, and participating in outreach activities to enthuse citizens about physics and astronomy.

THE NEED FOR THIS PROCUREMENT WITHIN SAAO

This bid document set out the requirements for general office & accommodation cleaning, supply of consumables (cleaning chemicals, cleaning equipment) at the SAAO premises located in the Western Cape Province.

The overall objective of the contract is to keep the SAAO buildings and premises clean, healthy, environmentally friendly, and neat always to ensure that the overall impression of employees and guests of the SAAO is good, the reputation is positively enhanced, safety is ensured, and risks are eliminated. Importantly, the SAAO's employees, visitors and guests must not be exposed to hazardous chemicals, wastes and other environmental hazards.

The SAAO building comprises of 20 buildings which is made up of offices blocks, a workshop, auditorium, visitors centre, student accommodations, library, museum and small telescope domes.

The various building has meeting rooms, bathrooms, dining areas, kitchens, offices, boardrooms and bedrooms.

PART A – BID REQUIREMENTS

EQUIPMENT AND/OR SERVICES REQUIREMENT SPECIFICATIONS

DESCRIPTION OF SERVICES:

- 1 Provide detailed specifications of the goods/services to be procured

The total area of the floor space to be cleaned for SAAO building is approximately 8 000 square metres which consists of the following areas:

1.1 AREA TO BE SERVICES

	Quantity		Quantity
House 5 - 289 m2		Stables 1,2,3 – 206m2	
Ablutions Facilities	3	Ablutions Facilities	3
Passages	3	Rooms	3
Kitchen	1	Kitchen	3
Guest Rooms	6		
Laundry room	1		
Main building – 1623m2		McClain museum – 389m2	
Ablutions Facilities	3	Telescope room	1
Library	1	Museum	1
Kitchen	1	Offices	3
Offices	31		
Passages	8		
Jacaranda – 338 m2		Groundsman - public toilets – 5m2	
Ablutions Facilities	3	Public toilets	1
Passages	3		
		Visitors Centre - public toilets – 10m2	
Kitchen	1	Public toilets	1
Guest Rooms	6		
Technical building 500m2		Groundsman offices – 12m2	
Ablutions Facilities	3	Office	1
Passages	4		
Kitchens	2		
Offices	16		
Mechanical Workshop – 239m2		House 3 – 310 m2	
Ablutions Facilities	1	Ablutions Facility	2
Kitchen	1	Rooms	7
Office	1	Kitchen	1
		Laundry	1
IT building – 150m2		House 8 – 175 m2	

Open plan Office	1	Ablutions Facility	1
Ablutions Facility	1	Guest Rooms	4
Workshop	1	Kitchen	1
		Dining room	1
Admin building – 212m2		SAEON – 259 m2	
Ablutions Facilities	2	Ablutions Facilities	2
Offices	8	Boardroom	2
Passage	1	Offices	8
Archives Building – 15m2	1	Guard House – 4 m2	
Archive rooms	2	Ablutions Facility	1
		Guard Room	1
1896 – 20m2		Auditorium – 637m2	
Boardroom	1	Ablutions Facilities	3
		Boardroom	1
		Auditorium	1
House 4 – 700m2		Riverside – 580m2	
Ablutions Facilities	2	Ablutions Facilities	2
Offices	7	Rooms	5
Kitchen	1	Kitchen	1
OAD – 155m2		House 9 – 175m2	
Ablutions Facilities	2	Ablutions Facility	1
Open plan Office	1	Rooms	6
Meeting Room	1	Kitchen	1
		Passage	2
Visitors Centre – 416 m2			
Ablutions Facilities	2		
Info centre	1		
Reception	1		
Heliograph room	1		

1.2 List of cleaning activities which must be done and intervals specified:

The list below is an indication of the minimum activities required in this scope of work, and is not inclusive of all the cleaning service activities that may be necessary:

Reception Area and Entrance Lobby:

- Daily: Sweep/damp-mop entrance steps and reception; clean doormats; wash/damp-mop entrance lobby; wipe counter and table top surfaces; spot clean doors and light switches; empty and clean all waste receptacles; spot clean/dust glass doors and glass panels of entrance, vacuum/damp-wipe upholstered chairs/carpets; and mop tiled floors.
- Weekly: Dust/spot clean horizontal/vertical accessible surfaces.
- Quarterly: Scrub/Strip tiled floors.

Offices, Boardrooms, Auditoriums, Meeting Rooms, Storerooms, Passages, and Open Plan Offices/Spaces.

- Daily: Empty and clean all waste receptacles; spot clean doors and light switches; dust computer equipment; mop tiled floors; carpet spot cleaning meeting rooms/boardrooms/auditoriums and spot clean partitioning glass.
- Weekly: Vacuum carpet floors, upholstered chairs/furniture in offices; polish/spot wipe all other wooden/steel furniture; damp-wipe/dust picture and mirrors; dust blinds and light fittings and disinfect telephone handsets.
- Weekly: Vacuum upholstered and wipe chairs/furniture in meeting rooms/boardrooms/auditoriums; scrub/strip tiled floors.

Kitchens, Staff Canteen

- Daily: Wash/damp-mop and maintain floor according to type; dust/spot clean horizontal/vertical accessible surfaces; empty and clean waste receptacles; replenish consumables i.e., paper hand towels and dishwashing liquid.
- Weekly: Spot clean doors, walls, and dust light fittings; clean kitchen cupboards, basin, wall, and tiles.
- Quarterly: Scrub/Strip tiled floors.

Male and Female Ablution Facilities (all floors), Ablution facilities, Guard House, and Outside Ablutions Facilities

- Twice per day: Clean and sanitise all bowls, basins, urinals, vanity slabs and showers in all ablution areas.; replenish consumables (i.e., toilet paper and hand towel as provided by the

SAAO); wash both sides of toilet seats and empty; clean all waste receptacles.

- Daily: Wash/damp-mop and maintain floor according to type; spot clean doors, walls, basins; damp mop floor with disinfectant; clean all mirrors and metal fittings; dust/spot clean horizontal/vertical accessible surfaces; empty and clean waste receptacles.
- Weekly: Wash all walls and doors of cubicles; wash walls and doors of bathrooms; dust and wash tops of doors and cubicle walls; dust blinds and light fittings.
- Quarterly: Scrub/Strip tiled floors.

Rubbish and Waste Disposal Areas

- Daily: Place rubbish in dustbins and close dust bins and spot clean areas around bins to avoid rodents/pests.
- Twice per Week: Clean dust bins with hosepipe and disinfectant chemicals; hose down dust in bin area and disinfect/sanitise area.

Glass Partitioning/Windows

- Once (1) time per day and as regularly required: Spot clean glass partitions; dust mirrors, pictures/certificates; spot clean and dust glass panels.
- Once (1) time per day and as regularly required: Spot clean and dust all doors; wash walls, doors, and windows; do low and high-level dusting.

Outside Tiled Walkways (Including Stairwells)

- Daily: Wash/damp mop and maintain floor according to type; dust/spot clean horizontal/vertical accessible surfaces.
- Quarterly: Automatic scrubbing of walkways around the building.

Window Cleaning (Interior and Exterior)

- Three times per annum: clean exterior and interior windows of the SAAO.

Carpet Cleaning

- Annually (Once per year): All offices; meeting rooms, boardrooms; auditoriums, and open plan offices

Laundry

- Weekly: Washing and ironing but not limited to accommodation/site linen & workshop/site PPE

1.3 OPERATIONAL/ WORK SCHEDULE INDICATING THE MINIMUM REQUIREMENTS NB.:

Bidders are requested to also submit an Implementation Plan indicating how they are going to meet the SAAO's requirements

The table above shows the minimum requirements and if any area or work scheduled needs to be re-scheduled the bidder must indicate this in their detailed schedule or implementation plan to be provided as an Annexure.

1.4 MATERIALS, EQUIPMENT AND WORKS REQUIRED

1.4.1 Cleaning Materials

- The bidder shall be responsible for provision of all chemicals and consumables required to render an efficient service to SAAO. The SAAO reserves the right to approve or not approve of these chemicals for health hazards reasons.
- The bidder must submit the specifications and Material Safety Data sheets of all consumables and chemicals upon appointment and thereafter annually. The manufacturer's instructions regarding the use of all cleaning materials and chemicals must be strictly followed.
- Upon appointment, the bidders must supply a list of SABS approved products, which they intend using, supported by specimen labels, indicating:
 - Trade Name
 - Generic Name
 - Registration Number
 - Ingredients (type and content) as shown on the label
- The bidder must not use or store any poisonous or highly flammable materials on the premises without the approval of the SAAO, for the rendering of this service or for other purpose.
- The successful bidder will supply all cleaning materials, chemicals and dishwashing liquids for daily usage SAAO staff head count 80. For these reasons, an indicative schedule showing the minimum quantities and nature of material expected to be used must be provided in the bidder's proposal.
- The cleaning materials must meet the following minimum characteristics and standards:
- The service provider will all times use good quality materials which are in accordance with SABS specifications.
- The undiluted products shall not be hazardous to humans, toxic, corrosive to the skin or eyes and shall not contain substances that contributes to poor indoor air quality
- The product must be a concentrate, absorbent compound and with proper labelling.
- A chemical Chart of products to be used in cleaning by the bidder must be provided indicating the following:

- Product description
- Product application
- Environmental impact
- Product safety

1.4.2 Exclusions

Sanitary bins are supplied and serviced by an external contractor and are not part of this tender.

1.5 CLEANING EQUIPMENT AND MACHINES

The successful bidder will supply all equipment, labour and transport required to complete the cleaning services as specified. Any electrical equipment used must comply with SABS, SANS and CKS specifications/certification requirements.

Standard: All products shall be 'fit' for the purpose.

- In the case of electrically operated equipment, products shall comply with the following applicable SABS standards:
- Vacuum Cleaners and Water Suction Cleaning Appliances: SABS IEC 335-2-2
- Floor Treatment and Wet Scrubbing Machine: SABS IEC 335-2-10
- General Purpose Cleaning Appliances: SABS IEC 335-2-54
- Wet and Dry Vacuum Cleaners including power brush for industrial and commercial use: SABS IECC 335-2-67
- Spray Extraction Appliances for industrial and commercial use: SABS IEC 335-2-68
- Automatic walk behind scrubbing machine

The SAAO will not be held liable for any damage to equipment and machines used on the premises of the SAAO building. The list below, is an indication of the cleaning equipment required:

Description of equipment, materials and equipment which will be needed			
Vacuum cleaners (low noise vacuum machine to be used)	Automatic walk behind scrubbing machine for basement use only	Cleaning and dusting cloths	Safety robes/harnesses and equipment to clean windows/high areas
Carpet cleaning machines	Dry powder for carpet cleaning	Protective and safety clothing	Toilet brushes
Buff machines	Floor cloths	Rubber gloves	Trolley bags
Mops/brooms	Hose brooms	Scrubbing and buffing pads	Vacuum bags
Cleaning chemicals	Masks	Signage (including warning signs)	All danger signage

Nylon brooms	Disc polishing machine monodisc LS	Ladder six steps	Electrical extension cords
Push sweeper machine	Disc scrubbing machines	Wet floors signs - floor	30m & 60m garden hose pipe
Window cleaning kits			

1.6 CLEANERS WORKING TIMES

All the work carried out under the cleaning service contract will be during normal working hours as detailed below. If owing to extraordinary circumstances, it is required that work is done after hours, approval must be obtained in writing from Building and Maintenance department representative, before any such work will be allowed to proceed. Scheduled normal working hours for the cleaning service team are:

- Working hours for cleaners: 07:00-16:00 (Monday to Friday)
- Tea times: 30 minutes
- Lunch break: 30 minutes
- The office hours of the SAAO: Weekdays 08:00-16:30
- Except for work which will be done during weekend as and when required.

The cleaning service must always be executed under full time supervision by successful bidder's supervisor (s). The SAAO reserves the right to undertake regular and ongoing inspections to ensure that services are

completed in accordance with specifications and activities are properly supervised.

1.7 CLEANING PERSONNEL

The bidder must allocate a dedicated supervisor to oversee the day to day running of the contract. The site must be left clean and tidy after completion of daily work and before cleaners leave the premises. The cleaners and supervisors must always be dressed in well-maintained corporate clothing which will be easily identifiable as employees of the successful bidder.

All cleaner needs to be older than 18 years of age been appointed to work in the team of cleaners.

The service provider should consider absorbing existing staff from the current contractor.

The service provider must submit valid clear SAPS Criminal record clearance certificates, (at their own expense) to SAAO for all new cleaners and supervisors to render the service, within (14) fourteen days after commencement of the service. Failure to meet this condition will result in the removal of the service provider's personnel from SAAO premises.

The SAAO supports worldwide efforts to vaccinate against Covid-19.

From time to time, in response to a special event or activity, after hours cleaning services may be required from the service provider. In such instances, the agreed rate for this afterhours cleaning support to be indicated on the pricing schedules as an hourly rate. These after-hours services must be approved in writing by the designated SAAO contract manager.

The bidder must provide an adequate number of cleaners and supervisors each day to support the total

number of areas to be cleaned and serviced, as indicated from their compulsory site inspection.

The CV's or level of experience and qualification of cleaners who will be involve with the daily running of this contract including a full time Supervisor.

Cleaner CV:

- English – reading, writing, and speaking
- Minimum of one-year experience in the cleaning industry
- South African Citizen

Cleaner Supervisor CV:

- English – reading, writing, and speaking
- Matric certificate or equivalent
- Minimum of one-year experience in the cleaning industry
- Demonstrate the aptitude or competence for assigned responsibilities
- Certificates of supervisory training in the cleaning industry.
- Computer literacy
- South African Citizen

1.8 CLEANING WORKSTATIONS

The SAAO will provide suitable office space and restrooms to the cleaning services team and also dedicated secure storage space will be made available for the storage of chemicals and cleaning materials. Storage of equipment and materials will be arranged with the designated SAAO facilities manager on site on the day of handing over of the site.

1.9 SECURITY

All cleaners and supervisors of the successful bidder must conform to the security regulations applicable to SAAO and its staff. SAAO shall provide details of its security arrangements to the successful bidder on commencement of the contract.

1.10 USE OF SAAO PREMISES

The successful bidder will be liable for any damage (s) to the building, equipment and vehicles caused by the cleaning team. It is the bidder's responsibility to ensure that no damage to SAAO property is caused by its employees where services are rendered. Costs of such damages will be for the account of the bidder.

1.11 INSURANCE

- Unemployment Insurance Fund and Worker's Compensation Fund: The bidder must be registered with

the Unemployment Insurance Fund and Workers Compensation Fund.

- **Provident Fund:** It is also expected that the bidder shall register his/her employees in accordance with (CCNPF) Contract Cleaning National Provident Fund which was established and registered with the Financial Services of the Pension Fund Act, no 25 of 1995, amended. This fund is now regulated by a set registered rule and administered by the NBC Holdings. In terms of the rules of the Fund, read with Sectoral Determination, no employer who commences business in the industry may establish or belong to retirement fund other than CCNPF unless such employer would have applied in writing to and have been granted an Exemption Certificate by the Board of Trustees of the CCNPF.

Public liability: The successful bidder shall on its own cost maintain public liability insurance of at least R2m for its own personnel against accidents, injury, or death. Proof of public liability insurance must be submitted with the bid on the closing date.

- **Indemnity:** The service provider indemnifies, hold harmless and keeps the SAAO, its employees, visitors, clients, contractors, and sub-contractors full indemnified from and against all liabilities, claims, actions, proceedings, damages, loss of earnings suffered or incurred by SAAO, its offices, agents, employees, contractors, clients, and sub-contractors.

1.12 NATIONAL CONTRACT CLEANERS' ASSOCIATION

The bidder must be registered with as a member of the National Contract Cleaners Association or a recognised cleaning association in South Africa. A copy of the registration certificate must be submitted with the bid before the closing date of the bid. If this proof is not provided, the bid will be regarded as non-responsive.

1.13 HEALTH AND SAFETY

The contractor and its employees will be subjected to the provisions of the Occupational Health and Safety Act No 85 of 1993, as amended as well as Hazardous Chemical Substance Regulations, 1995 and General Health and Safety Regulations, 1986.

When working at heights to clean windows, safety belts/harnesses and personal protective gear must be used.

"Construction Regulation 4(b)" stipulates that no person may work in an elevated position, unless such work is performed safely as if working from a scaffold or ladder.

Scaffolding. (1) Every contractor using access scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

- All cleaners will wear protective clothing in or outside the building. This applies to any temporary worker as well. Protective or safety clothing includes (but not limited) to the following:
- Safety shoes
- Overall
- Gloves
- Safety Glasses/Googles

- Dust Masks
- All equipment must be in good & sound working order and the filters vacuum cleaners to be changed on regular intervals. Low noise vacuum must be used.
- All small chemical bottles that are used by the cleaners should be clearly marked to indicate & identify the chemicals contained in the bottles (No cold drinks bottles will be Allowed).
- Different colours cloth must be applied for different uses and different areas, i.e. cleaning toilet bowls, wiping tables and cleaning kitchen floors.
- Procedures shall be followed in the event of spillages, leakages, or any other emergency i.e. chemical spills will be cleaned up immediately as appropriate. After cleaning, mops should be placed at a discreet area out of the eyesight of visitor.
- Hazardous chemicals compliance: The amended Occupational Health and Safety No 85 of 1993, the Compensation for Occupational Injuries and Diseases Act and Environmental Acts must be followed to ensure that chemicals used Environmental Acts must be followed to ensure that chemicals used by cleaning companies are safe and without risk to both to health and property. This also applies to procedures for the procurement, storage, handling, and transport of such chemicals.
- The bidder must be registered in terms of Section 26 of the Unemployment Insurance Act (UIF) 1996 and in terms of Compensation for Occupational Injuries and Diseases Act (COIDA) 1993 with the Department of Labour.
- Occupational Safety and Health: The bidder must at all times comply with the provisions of the Occupational Safety and Health Act, 1993 with regards to the safety and maintenance of equipment used.
- Covid-19 Protocol: Office furniture should be wiped daily after an alert of an infected personnel.

1.14 MINIMUM WAGES

It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage in terms of section 56 of the Basic Conditions of the Employment Act No 75 of 1997, Sectoral determination 1-Contract cleaning Sector, South Africa published under Government Gazette no 29385 of 14 November 2006, as amended.

The successful bidder confirms that all its personnel are not paid less than the minimum wages as prescribed and published in the Government Gazette from time to time. The bidder must provide confirmation or declaration as part of the response to this bid invitation that they will abide by this requirement. This declaration is contained in section 2 below.

1.15 CONTRACTOR'S PROFILE

- Contractor is required to provide a profile of their organisation for evaluation of their capacity to deliver the service required, i.e. providing details with regard to equipment, human & operational resources, and details of contracts/ agreements that they hold minimum of 5 years' experience in cleaning services.
- The bidder is required to provide three (3) written contactable references from previous and present customers/ clients which are dated, signed, have the company logo. The references must not be older than 24 months in which the customer/ client declare the following:

- Technical Strength
- Satisfaction with quality of consumable used
- Service delivery
- Professionalism
- Satisfaction with the work done
- Overall Impression (i.e. would use again)
- The bidder must provide a list of contracts and similar work done indicating project type, dates, value and contact details for the SAAO to assess the capacity and capability of the bidder. Bidder must provide a comprehensive track record showing projects similar to the SAAO's projects/work completed with at least three projects of a value more than R2m. The SAAO may contact these companies directly for references.

1.16 MONITORING OF CONTRACT

The SAAO representatives will check daily that sufficient cleaners and supervisor are on site in terms of the conditions of the contract. Meetings between the successful bidder representatives and the SAAO contract manager and SAAO designated project representative will be held at regular intervals, as follows:

Weekly: Site Supervisor

Monthly with the Key accounts manager, or more frequently when required by either party to the contract

Management reports must be provided as part of contract management. The bidder is to provide the SAAO with a monthly report containing the following information:

- Consumable consumptions
- Operational requirements
- Incidents reports
- Ad-hoc/specialised cleaning requirements
- Cleaning standards
- Inspection activity

The winning bidder representative will obtain written consent from the SAAO Facilities manager before they display or erect any signs, notices, or other objects for a period more than 24 hours on SAAO premises.

The SAAO values sound labour relations within its premises, therefore it is a material condition to the contract that the bidder maintains good and fair employment practices with its employees, as not to impact the operations and internal labour relations of the SAAO. All labour issues regarding its employees must be dealt with efficiently and fairly by the bidder.

Scope of Work	No. of Times per Day	No. of Times per Week
Bathrooms/toilets, urinals, and basins		
Dust control and wet clean all floors	1	1
Disinfect all toilet bowls, seats, basins, and urinals	1	5
Clean underneath basins, urinals and back of toilets	1	1
Clean toilet seat top and bottom	1	5
Damp wipe door, door frames and top of doors.	1	
Remove any marks on doors	1 and as regularly as required	
Dust, damp wipe all cubical walls as well as on top	1	
Spot clean all walls / wall tiles and remove any marks	1 and as regularly as required	
Clean basin and tops	1	
Ensure usability and replenish consumables	3	
Clean all mirrors make sure it is free of marks or prints	1	
Offices and working areas		
Vacuum carpets in offices and passages		1 and as regularly as required
Dusting of furniture, skirting's, ledges in all offices		1
Spot clean all walls and remove any marks	1 and as regularly as required	
Cleaning of desks		1
Polish desks - natural		1
Polish desks – Sealed, glass, formica, laminated and other items that need to be polished		1
Disinfecting and cleaning of telephone sets	1	
Emptying of waste bins and removal to waste area	2 and as regularly as required	
Clean accessible light fittings		1
Clean light switches	1 and as regularly as required	
Clean door frames, fire equipment and signs		1
Reception, passages and lobbies		
Tiled flooring dust control	1 and as regularly as required	
Damp mop / spot clean for soilage		1 and as regularly as required

Dust / wiping of couches in waiting areas		1 and as regularly as required
Wiping of tables		1 and as regularly as required
Cleaning entrance glass door and frames		1 and as regularly as required
Spot clean	3 and as regularly as required	
Glass and windows		
Clean all accessible interior windows		1 and as regularly as required
Clean all accessible exterior windows		
External hi access windows stairwell structure		
Cleaning of all internal and external windows		
Cleaning of guard house windows		1
Outside Tiled walkways		
Tiled flooring dust control		1 and as regularly as required
Damp mop / spot cleaning for soilage		1 and as regularly as required
Automatic Scrubbing		
Floor tiles inside the building		
Tiled flooring dust control	1 and as regularly as required	
Damp mop / spot cleaning for spillages	1 and as regularly as required	
Automatic Scrubbing		
Spot clean	4 and as regularly as required	
Carpets in offices		
Wash and cleaned with dry powder		
Spot clean	1 and as regularly as required	
Carpets in meeting rooms, auditoriums, and Board rooms		
Wash and cleaned with dry powder		
Spot clean	1 and as regularly as required	
Outside Waste Bin Area		
Disinfecting and Cleaning		2
Laundry – washing and ironing		
Accommodation/site linen	2 and as regularly as required	
Workshop/site PPE	2 and as regularly as required	

2. CODE OF COMPLIANCE/DECLARATION

Minimum Wages -

We refer to the Sectoral Determination 1: Contract Cleaning Sector, South Africa, Minimum hourly rates for Contract Cleaning employees of December 2016, and hereby agree to always comply with its contents and its subsequent amendments.

Cleaning Equipment -

We refer to the NCCA's "Cleaning Equipment", Compliance Standard dated October 2001, and hereby agree to comply with its contents at all times

I hereby declare that I am duly authorised to sign this Compliance Standard declaration on behalf of my Company.

Signature:..... Print Name:.....

Designation/Position..... Date:.....

DUE DILIGENCE

1 Provide detailed requirements to evaluate the bidder's ability to deliver on the bid.

- 1.1 Bidders must provide the requisite documents that substantiate their responses to these specifications.

2 Ethical requirements

- 2.1 The bidder must confirm that there are no interests with the SAAO, has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4 forms.

CONTRACT PERIOD

The contractual period for this bid is three (3) years commencing from the date of final signature on the SBD 7.2 Contract Signing Form.

CONTRACT MANAGEMENT

1 Specify method of delivery and conditions for determining successful delivery after contract (SBD 7.2) is signed

- 1.1 The SAAO appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
- 1.2 An initial meeting will be scheduled between the assigned NRF-SAAO personnel and the appointed service provider to determine delivery execution. Both parties will review the proposed project execution plan submitted with the bid and reach an agreement on the finalised timetable, which will include a clear start and end date for the implementation.

2 Contract Communication:

- 2.1 The SAAO communicates in writing including through email & telephone.
- 2.2 The SAAO maintains all contract documentation, and communications and correspondence for record purposes.
- 2.3 The SAAO allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The SAAO will require any communication to contain the contract number.
- 2.4 The Contractor appoints a Key accounts manager and notifies the other party in writing of the name and contact details of the appointed Key accounts manager.

3 Managing service levels

- 3.1 The service performance levels are:

Service Level	Performance Standard & Service Standard	Target
Delivery of cleaning services	Performance and delivery of services as per the implementation plan and work schedule.	100% of the minimum set.
Manpower or resources for the service	No failure to provide adequate and skilled personnel with proper service delivery equipment & consumables and payment of the prescribed minimum wages.	100% as per the implementation plan and Chemical Chart
Management reports and contingencies fulfilment	Bidder to provide monthly minutes agreed upon.	100%
Minimum hourly rates for workers	No failure to pay the prescribed minimum rates for the metropolitan areas.	100%

3.2 Penalties

Service Level	Consequences or remedies
100%	No penalties - the service levels are met
90%	Service below par and will be subjected to monthly review
80%	There will be a 1% total invoice reduction
60%	There will be a 5% total invoice reduction

50%	There will be a 10% total invoice reduction and a formal letter to review the contract.
Less than 50%	No payment will be made as this will be a breach of contract.
Minimum wages not adhered to	NRF SAAO will terminate the contract with immediate effect.

Service level Scales:

Each service level not met will equate to a deduction of 10% per event

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words “department” means organs of state inclusive of public entities and vice versa, and the words “will/should” mean “must”. The National Research Foundation cannot amend the National Treasury’s General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.	
GCC 1	Definitions - 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 anything 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 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
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" mean 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 if 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
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.
GCC2	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.
GCC 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 (National Treasury’s eTender website), 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
GCC 4	Standards
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC 5	Use of contract documents and information
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 made to any such employed person is in confidence and shall extend only as 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others). Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract. Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract. All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract. The contracted party grants the SAAO a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the SAAO to obtain the full benefit of the contracted deliverables for this contract. The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the SAAO unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendums to this contract. Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document. The contracted party agrees to assist the SAAO in obtaining statutory protection for the contract intellectual property at the expense of the SAAO wherever the SAAO may choose to obtain such statutory protection. The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the SAAO or as the SAAO may direct, and to support the SAAO or its nominee, in the prosecution and enforcement thereof in any country in the world. The contracted party irrevocably appoints the SAAO to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the SAAO, in its discretion, requires in order to give effect to the terms of this clause.
SCC5B	Confidentiality

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the SAAO and after termination of its involvement with the SAAO, the recipient shall not:

- Disclose the confidential information, directly or indirectly, to any person or entity, without the SAAO's prior written consent.
- Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to

- Disclose the confidential information to any third party, or
- Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
- The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.

The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:

- Was independently developed by the recipient prior to its involvement with the SAAO or in the possession of the recipient prior to its involvement with the SAAO;
- Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
- Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the SAAO, or
- Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the SAAO of such requirement prior to any disclosure.

The recipient shall within one (1) month of receipt of a written request from the SAAO to do so, return to the SAAO all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- All written disclosures received from the SAAO;
- All written transcripts of confidential information disclosed verbally by the SAAO; and
- All material embodiments of the contract intellectual property.

The recipient acknowledges that the confidential information made available solely for the

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein. Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract. The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the SAAO. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the SAAO is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the SAAO permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
GCC6	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.
GCC7	Performance security
7.1	Within thirty days (30) 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: 7.3.1 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 7.3.2 cashier's or cheque.
7.4	The performance security will be discharged by the purchaser and returned to the supplier within 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.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by SAAO over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.

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GCC8	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 purchaser or an organization acting on behalf of the purchaser.
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 supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are 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 because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	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.

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SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
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 submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	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.
SCC	The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	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: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 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 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted 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.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
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: 14.1.1 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 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	In the event that this document specifies provision of spare parts elsewhere, the term “may” in GCC14 is replaced by the term “shall”, the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to SAAO and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	have against the supplier under the contract.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
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.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC	Payment is made 30 days after receipt of invoice or claim by the purchaser to SAAO which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract
GCC17	Prices
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.
SCC	No additional special conditions other than stated in the price section in this document.
GCC18	Contract amendment
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.
GCC19	Assignment
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.
GCC20	Subcontract
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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
GCC21	Delays in supplier's performance
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.
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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	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.
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.
21.4	The right is reserved to procure outside of the contract small quantities 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 cancelling 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.
GCC22	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.
GCC23	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: 23.1.1 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; 23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or 23.1.3 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	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 Authority will, at the discretion of the Accounting 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 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: 23.6.1 the name and address of the supplier and / or person restricted by the purchaser; 23.6.2 the date of commencement of the restriction 23.6.3 the period of restriction; and 23.6.4 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 ten (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.
GCC24	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

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	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
GCC25	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
GCC26	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.
GCC27	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, 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	28.1.1 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 28.1.2 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.
GCC29	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.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	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
GCC32	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
GCC33	National Industrial Participation Programme
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.
GCC34	Prohibition of restrictive practices
34.1	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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT	
	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.

EVALUATION CRITERIA FOR THE BID

This bid will be evaluated based on the following phases:

PHASE 1

Document description to be submitted with the bid	Weight (Mandatory/ Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	SCM Verification
B-BBEE certificate or Sworn affidavit	Optional	Submit valid certificate or sworn affidavit	Go/No Go		
Signed SBD 6.1	Mandatory	Signed and completed	Go/No Go		
Signed SBD 4	Mandatory	Signed and completed	Go/No Go		
Signed SBD 3.1	Mandatory	Signed and completed	Go/No Go		
Signed SBD 1	Mandatory	Signed and completed	Go/No Go		

PHASE 2:

Document description to be submitted with the bid	Weight (Mandatory / Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	BEC Verification
Insurance cover with R2 Million of public liability insurance and indemnity cover	Mandatory	Did the bidder submit proof of minimum of R2 Million of public liability insurance and indemnity cover?	GO/NO GO		
Copy of a registration certificate of the National Contract Cleaners Association or a recognised cleaning association	Mandatory	Did the bidder submit a copy of a registration certificate with the National Contract Cleaners Association or a recognised cleaning	GO/NO GO		

Document description to be submitted with the bid	Weight (Mandatory / Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	BEC Verification
in South Africa		association in South Africa?			
Copy of the data sheets for the chemicals and cleaning consumables	Mandatory	The BU to insert the evaluation criteria for the technical specifications or as an appendix. A Chemical Chart of products to be used in cleaning by the bidder must be provided.	GO/NO GO		
Minimum of three (3) reference letters from previous contracts within the last 24 months	Mandatory	Did the bidder provide the minimum references?	GO/NO GO		
Reference letters meet the minimum threshold of "Meets requirements"	Mandatory	Does the due diligence conducted on written references, dated, signed, company logo not older than 24 months? months and/or on contact details demonstrate that the bidder meets the minimum threshold (Cleaning)?	GO/NO GO		
Work plan and Schedules	Mandatory	Operational/ work schedule and the Implementation Plan indicating how they are going to meet the SAAO's requirements.	GO/NO GO		

Document description to be submitted with the bid	Weight (Mandatory / Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	BEC Verification
Experience in the industry- List of similar work	Mandatory	The organisation needs to be in business for a minimum of 5 years' active experience in the cleaning industry and Comprehensive track record showing projects similar to the SAAO's projects/work completed with at least three projects of a value more than R2m. With contactable numbers and names	GO/NO GO		
Material or consumables	Mandatory	Provide a list of materials or consumables for month	GO/NO GO		
Equipment and machinery	Mandatory	Bidders' to submit a list of equipment that meet the minimum requirements as specified in specification.	GO/NO GO		
Company profile	Mandatory	A comprehensive company profile indicating a minimum of five (5) years of experience in the cleaning industry that supports the bidders' capability and capacity to undertake a contract of this nature and size.	GO/NO GO		
Site Organogram	Mandatory	A site organogram for this project which must reflect the structure of the human resources to be involved	GO/NO GO		

Document description to be submitted with the bid	Weight (Mandatory / Optional)	Acceptance Criteria	Grading Scheme	Reference to bidder's document	BEC Verification
		in this project. The bidder must provide an adequate number of cleaners per day to match the total number of areas to be cleaned and serviced.			
Minimum wage confirmation/ declaration	Mandatory	Confirmation of minimum hourly rates payment for the employees.	GO/NO GO		

NB: Bidders who do not submit the mandatory documentation for phase 1 & Phase 2 will be disqualified and will not proceed further to phase 3 (pricing)

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO – DISQUALIFIED
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THE BID PREPARATION

Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section above. The NRF distributes the response to a clarification request to all respondents that have communicated their intention to bid (i.e. briefing session attendance register) within 2 working days of receipt of the query. The NRF does not provide the origin of the request to any party.

Response preparation costs

The NRF is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations.

Counter proposals

No counter proposals are accepted.

Two envelope system

The NRF, in the interests of transparent procurement, utilises the “two-envelope” system to minimise any form of price bias in the technical selection phase, whereby the pricing is separated from the rest of the bid submission.

For electronic submissions, bidders are required to save their submissions in, at minimum, the following separate files or zipped folders, clearly named:

- [Bidder Name] – Part 1A – Bid forms and compliance response
- [Bidder Name] – Part 1B – Technical response
- [Bidder Name] – Part 2 – Bid Price Schedule

Central Supplier Database registration

The NRF is legislatively only allowed to contract with third parties registered on the National Treasury’s Central Supplier Database. Third parties include their Master Registration Number (Supplier Number) for evaluation purposes. The NRF utilises the third parties’ Master Registration Number conduct due diligence through the Central Supplier Database as part of the due diligence pre-award process inclusive of tax compliance verification.

Collusion, fraud and corruption

Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

Fronting

The NRF supports the Government’s broad based black economic empowerment recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the NRF condemns any form of fronting. The NRF’s evaluation committees conduct or initiate the enquiries/investigations to determine the accuracy of the third parties’ representations. The third parties have the onus of proving that fronting does not exist. Where the NRF identifies, a potential breach may exist, the NRF notifies the third parties of the allegation. The third parties have a period of 7 days from date of notification to provide evidence that such potential breach does not exist. The NRF, upon confirmation of fronting, will invalidate the contract, apply for the third parties to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies the NRF may have

against the concerned third party.

Disclaimers

The NRF has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The NRF has no liability towards the responding third parties in connection therewith.

General definitions

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“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;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

“EME” means an Exempted Micro Enterprise 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;

“Functionality” means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

“Proof of B-BBEE status level of contributor” means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

“QSE” means a qualifying small business enterprise 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.

“Equipment” means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being South African Astronomical Observatory

THE BIDDER SELECTION PROCESS

Stage 1 – Verification of the ability of a bidder to provide the services in accordance with specifications and conditions as set out in the bid documents.

Responsive to submission requirements

Bid that meets all the submission requirements in the bid document is a responsive bid that proceeds to the next stage. The NRF's evaluation committee will disqualify non-responsive submissions.

Meeting technical specifications

The NRF's evaluation committee will disqualify responsive submissions that do not meet the minimum technical specifications set out in this document.

The bidder will be disqualified as they did not meet the minimum technical specifications.

Due Diligence Research

SAAO will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required and will conduct interviews with bidders to clarify their bid submission to the evaluation committee

Stage 2 – Price competition

The NRF's evaluation committee assess compliant bidders from the technical evaluation stage on their pricing and B-BBEE accreditation. The NRF's evaluation committee compares each bidder's pricing quote on an equal and fair comparison basis equitable to all bidders, taking into account all aspects of the bid's pricing requirements. The NRF's evaluation committee ranks the qualifying bids on points scored on the basis of both Price and B-BBEE as indicated on SBD 6.1 in accordance with the PPPFA.

Stage 3 – Award and Contract Signing

The bid evaluation committee recommends to the Bid Adjudication Committee for subsequent approval by the Delegated Authority the bidder with the highest combined score for the contract award subject to the final verification of the bidder's tax status as set out in the SBD 1 through the CSD.

Cancellation of the bid prior to award

The NRF cancels this bid invitation prior to making an award where

- a) Due to changed circumstances there is no need for the specified procurement in the document, or
- b) No bids meet the minimum required specification, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the pre-bid defined market price range with no bidder prepared to negotiate the price into the determined market price range.

PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID	
Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined in the following price conditions.	
1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Quantity estimation: Bidders must quote according to the quantities stipulated in the pricing schedule
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Contract Price Management during the contract: Where appropriate, Facilities manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
8.	Delivery Points are: 1 Observatory Road, Observatory, Cape Town.
9.	Application of Preference Points: In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form.

PHASE 3- BID PRICE SCHEDULE (SBD 3.1)

Save pricing documents in a separate file, clearly named as per Bid Preparation Requirements

A. Cleaners - Salaries Breakdown	The cleaner's wages must be in line with the sectorial determination. The wages and escalation percentage will be reviewed annually and will be adjusted to align with the sectorial determination rates					
Description	Quantity	Unit Cost	Monthly Cost	Annual Cost (Year 1)	Annual Cost Year 2	Annual Cost Year 3
4x cleaners@ R/hourx40 hours per week	4					
UIF	4					
SDL (Skills Development Levy)	4					
COIDA (Compensation for Occupational Injuries and Diseases Act contribution)	4					
Provident Fund	4					
NCA Membership Fees (Optional)	4					
Bonus	4					
Sick Leave	4					
Family Responsibility Leave	4					
Leave Pay	4					
Uniform and complete protective clothing	4					
	Subtotal					

The cleaner's wages must be in line with the sectorial determination. The wages and escalation percentage will be reviewed annually and will be adjusted to align with the sectorial determination rates

B. Supervisor salaries breakdown	Quantity	Unit Cost	Monthly Cost	Annual Cost (Year 1)	Annual Cost Year 2	Annual Cost Year 3
1x cleaning supervisor@ R/hourx40 hours per week	1					
UIF	1					
SDL (Skills Development Levy)	1					
COIDA (Compensation for Occupational Injuries and Diseases Act contribution)	1					
Provident Fund	1					
NCA Membership Fees (Optional)	1					
Bonus	1					
Sick Leave	1					
Family Responsibility Leave	1					
Leave Pay	1					
Uniform and complete protective clothing	1					
Subtotal						

C. Supply of cleaning chemicals and detergents (all cleaning chemicals and detergents must be eco-friendly)						
Item	Monthly quantities	Unit Cost	Monthly Cost	Annual Cost year 1	Annual Cost Year 2	Annual Cost Year 3
Domestos or equivalent Bleach - 5 L	1					
Toilet bowl cleaner - 5 L	1					
Handy Andy or equivalent - 5 Litres	1					
Sunlight liquid or equivalent - 5 litre	1					
Subtotal cost - cleaning chemicals and detergents						

	Operational cost and profit				
	Monthly	Year 1	Year 2	Year 3	Total
Operational cost and profit					
Project costs A, B AND C only (Excl VAT)					
Subtotal					
15% VAT					
Total including VAT A, B AND C only					

D. Other cleaning (afterhours and weekend cleaning)						
2x cleaners - peak periods	Quantity	Rate per hour (2x cleaners)	Annual Cost (year 1)	Annual Cost (year 2)	Annual Cost (year 3)	Total
Cleaning of facilities, afterhours (working days) during peak periods - estimated at 90 days per annum, 8 hours per day.	8x 90 = 720 hours per annum) - 2 cleaners					
Cleaning of offices facilities on weekends during peak periods - estimated at 90 days per annum (8 hours per day)	8x 90 = 720 hours per annum) - 2 cleaners					
Sub total per annum (excl VAT)						
15% VAT						
Total including VAT						

Total project cost (A, B, C, AND D) incl VAT

PART C - RETURNS

INVITATION TO BID (SBD 1)			
Bid number	NRF/SAAO/SSCT/13/2023-24		
Closing date and time	14 AUGUST 2023, 11h00		
The NRF recognises the date and time as recorded on its systems for closure purposes.			
SUMMARY OF BID REQUIREMENTS			
THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR THE OFFICES IN CAPE TOWN (SAAO-SAAO BUILDING), FOR THE PERIOD OF THIRTY SIX (36) MONTHS			
Number of original bid documents for contract signing		Electronic copy, 1	
Number of evaluation copies:		Electronic copy, 1	
Two envelope system		Yes, see Bid Preparation on Page	
Price validity period from date of closure		One hundred and fifty (150) days	
Bidding procedure enquiries are directed in writing to:		Technical information queries are directed in writing to:	
Section	SCM	Section	Facility
Contact person	Nomandla Zibaya	Contact person	Sanchia Lewis
E-mail address	scm@saa.ac.za	E-mail address	sanchia@saa.ac.za

SUPPLIER INFORMATION			
Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	

SUPPLIER INFORMATION					
Cell Phone Number					
Code		Number			
Facsimile Number					
Code		Number			
E-Mail Address					
VAT Registration Number					
Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
B-BBEE Status Level Verification Certificate	Tick Applicable Box. ☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. ☐ Yes ☐ No	
[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]					
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]	
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).					
BID SUBMISSION					
1	Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.				
2	All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.				

SUPPLIER INFORMATION	
3.	This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the SAAO and the appointed/awarded bidder.
4.	The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.
TAX COMPLIANCE REQUIREMENTS	
1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	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.

SBD4- BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

2.2

Full Name	Identity Number	Name of State institution

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid,

² Joint venture or Consortium 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.

bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“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; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated

in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

SPECIFIC GOALS (80/20)

B-BBEE Status Level of Contributor	1	2	3	4	5	6	7	8	Non-compliant contributor 0
Contributor Number of Points for Preference (80/20) between R2000 and R50m	20	18	14	12	8	6	4	2	
Points Claimed (Supplier to complete)									

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) 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;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

**REFERENCE LETTER FORMAT FOR BIDDER –
THE FORMAT IS OPTIONAL**

Referee Legal Name:

Company:

Bid Number:

SAAO/

Bid Description

Describe the service/work the above bidder provided to you below

Criteria/Risks

**Below
requirements**

**Meets
requirements**

**Exceeds
requirements**

Delivery of cleaning services

Manpower or resources for the service

Approximate value of contract

Would you use the provider again?

☐ YES ☐ NO

RETURNABLE DOCUMENT CHECKLIST

(M – Mandatory); (O – Optional)	Submitted		Reference to Bidder's document
Valid B-BBEE certificate or Sworn Affidavit	O	☐ Yes ☐ No	
Completed Procurement Invitation (SBD 1)	M	☐ Yes ☐ No	
Completed Declaration of Interest with Government (SBD 4)	M	☐ Yes ☐ No	
Completed Preference Points Claimed (SBD 6.1)	M	☐ Yes ☐ No	
Site Organogram	M	☐ Yes ☐ No	
Insurance cover with R2 Million of public liability insurance and indemnity cover	M	☐ Yes ☐ No	
Copy of a registration certificate of the National Contract Cleaners Association or a recognised cleaning association in South Africa	M	☐ Yes ☐ No	
Copy of the data sheets for the chemicals and cleaning consumables	M	☐ Yes ☐ No	
Minimum of three (3) reference letters from previous contracts within the last 24 months	M	☐ Yes ☐ No	
Reference letters meet the minimum threshold of "Meets requirements"	M	☐ Yes ☐ No	
Work plan and Schedules	M	☐ Yes ☐ No	
Experience in the industry- List of similar work	M	☐ Yes ☐ No	
Material or consumables	M	☐ Yes ☐ No	

(M – Mandatory); (O – Optional)	Submitted		Reference to Bidder's document
Equipment and machinery	M	☐ Yes ☐ No	
Company profile	M	☐ Yes ☐ No	
Minimum wage confirmation/ declaration	M	☐ Yes ☐ No	

BID SIGNATURE (SBD 1)
I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the SAAO in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the SAAO during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.
I declare that during the bidding period did not have access to any SAAO proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).
I confirm that I am duly authorised to sign this offer/ bid response.
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
SIGNATURE OF BIDDER:
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)