



science & innovation

Department:
Science and Innovation
REPUBLIC OF SOUTH AFRICA

("The DSI")

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES AT THE DEPARTMENT OF SCIENCE AND INNOVATION (DSI), NATIONAL INTELLECTUAL PROPERTY MANAGEMENT OFFICE (NIPMO) AND NATIONAL ADVISORY COUNCIL ON INNOVATION (NACI) FOR A PERIOD OF FOUR MONTHS.

N.B. : *By providing us with your Personal Information, you consent to the DSI processing your Personal Information, which the DSI undertakes to process strictly in accordance with the section 18 informed consent document.*

1. BACKGROUND

1.1 The Department of Science and Innovation (DSI) invites bids for the rendering of cleaning , hygiene and kitchen services at its Pretoria offices. The contract will commence on 1 January 2024.

1.2 The location and size of the buildings/ offices where the services are required is as follows: -

1.2.1 The DSI Main Building

1.2.1.1 This office is currently located at **Building No. 53; CSIR Campus, Meiring Naude Road; Brummeria.** **This office may relocate to another building during the contract period, and the contract may have to be amended.**

1.2.1.2 The building is 15290m², comprising five (5) floors from the basement to the 3rd floor. There are three outside parking areas around the building and two basement parking areas.

1.2.2 National Advisory Council on Innovation (NACI)

1.2.2.1 This office is currently located at **The Innovation Hub; Unit L1,2&3; Enterprise Building; Mark Shuttleworth Street.** **This office may relocate to another building during the contract period, and the contract may have to be amended.**

1.2.2.2 The size of the building is about 495 m² which comprises a single floor. The parking area is shared with other tenants and does not require cleaning services.

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1.2.3 National Intellectual Property Management Office (NIPMO)

1.2.3.1 This office is located at physical The Innovation Hub; Unit U 15,16&17; Enterprise Building; Mark Shuttleworth Street. This office may relocate to another building during the contract period, and the contract may have to be amended.

1.2.3.2 The size of the building is about 508m² which comprises of a single floor the parking area is shared with other tenants and does not require cleaning services.

2. PURPOSE AND OBJECTIVE

The purpose of this terms of reference is to appoint a service provider to render the services outlined in the scope of work below, and in accordance with the specifications detailed in PART A, PART B, PART C and PART D of this terms of reference.

3. THE SCOPE OF THE PROJECT AND DELIVERABLES

3.1 CLEANING SERVICES – SEE PART A FOR DETAILED SCOPE OF WORK

3.1.1 Cleaning services are required as follows:

3.1.1.1 The DSI Main Building

- (a) Provide **15 cleaning staff** for cleaning the main building.
- (b) Provide **one supervisor who must be allocated and stationed at the DSI main building**, to oversee **the provision of** cleaning services at the DSI, NACI and NIPMO
- (c) These personnel will render cleaning in the DSI building with a total of 15290m².

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- (d) The flooring of the DSI building is comprised of carpet (in open plan areas; cellular offices; pause areas and meeting rooms); wooden flooring (in kitchen areas) vinyl tiles (in corridors except at the third floor where the corridors are carpeted) and tiles (in toilets and ground floor reception areas).
- (b) The successful bidder will be required to supply adequate cleaning equipment and materials (consumables).
- (c) The successful bidder will be responsible for cleaning the whole building from the basement parking areas and stores to the third floor and cleaning the outside parking areas and the tiled building surroundings (excluding garden areas).
- (d) The required cleaning, services will be performed from 07:00 to 15H30; Monday to Friday. However, deep cleaning of basement parking areas, carpets and tiled areas in the building shall be done over the weekends on a quarterly basis. Toilet deep cleaning shall be done fortnightly.
- (e) The cleaning of these offices shall be inspected weekly by the supervisor.

3.1.1.2 **NACI**

- (a) The size of the current building is 495m² which comprises a single floor. The parking area is shared with other tenants and does not require cleaning services.
- (b) Provide **1 cleaner** to render cleaning services in a building of 495m². The supervisor referred to in paragraph 3.1.1.1 (b) above, shall be responsible for overseeing and supervising the work performed by this cleaner. The flooring of the building is comprised of carpet (in open plan areas; cellular offices; pause areas and meeting rooms); wooden flooring and vinyl tiles in kitchen areas
- (c) The successful bidder will be required to supply adequate cleaning equipment and materials (consumables).

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- (d) Cleaning services will be performed from 07:00 to 15H30, Monday to Friday. However, deep cleaning of carpets areas should be done over the weekend, on a quarterly basis.
- (e) The cleaning of these offices should be inspected weekly by the cleaning supervisor.

3.1.1.3 **NIPMO**

- (a) The size of the current building is 508m² which comprises of a single floor. The parking area is shared with other tenants and does not require cleaning services.
- (b) Provide **1 cleaner** to render cleaning services in a building of approximately 508m². The supervisor referred to in paragraph 3.1.1.1 (b) above, shall be responsible for overseeing and supervising the work performed by this cleaner. The flooring of the building is comprised of carpet (in open plan areas; cellular offices; pause areas and meeting rooms); wooden flooring and vinyl tiles in kitchen areas.
- (c) The successful bidder will be required to supply adequate cleaning equipment and materials (consumables).
- (d) Cleaning services will be performed from 07:00 to 15H30, Monday to Friday. However, deep cleaning of carpets areas should be done over the weekend, on a quarterly basis.
- (e) Cleaning of these offices should be inspected weekly by the cleaning supervisor.

3.2 **HYGIENE SERVICES – SEE PART B FOR DETAILED SCOPE OF WORK**

3.2.1 **The DSI Main Building**

- 3.2.1.1 Hygiene Services are only required for the DSI Building located at **Building No. 53; CSIR Campus, Meiring Naude Road; Brummeria**. These

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services shall be provided by the cleaning staff mentioned in 3.1.1.1 (a) above.

3.2.1.2 The DSI has a total of **51 toilets, 16 urinary and 4 showers.**

3.2.1.3 The appointed service provider will be responsible for the supply and replenishment of 2 ply toilet paper. Only 2 ply, 500 sheets toilet papers which are SABS approved and skin sensitive shall be acceptable by the DSI. It shall be the responsibility of the service provider to ensure sufficient supply of toilet paper and the replenishment thereof. The appointed service providers shall ensure that there are no toilet paper shortages at any particular time during the rendering of these services. On average the number of DSI staff per day is 150 excluding visitors and the average number of visitors per **day is 10 people.**

3.2.1.4 The restrooms are broken down as follows:

FLOOR	TOILET: FEMALE	TOILET: MALE	DISABLE TOILET	SICK BAY	URINARY	SHOWERS
Ground A-Block	3	2	N/A	N/A	2	N/A
Ground C- Block	1	1	1	N/A	1	N/A
First-A- Block	3	2	N/A	2	N/A	N/A
First-C Block	1	1	1	N/A	1	N/A
First D Block	1	1	N/A	N/A	1	N/A
Sec-A	3	2	N/A	N/A	2	N/A
Sec-C	1	1	1	N/A	1	N/A
Sec-D	1	1	N/A	N/A	1	N/A
Third A	4	2	1	N/A	2	N/A

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Third C	2	1	1	N/A	1	N/A
Third D	1	1	1	N/A	1	N/A
Basement	3	4	N/A	N/A	N/A	6

3.2.1.5 The required hygiene services shall be provided as outlined in PART B of this terms of reference.

3.2.1.6 **Hygiene equipment** – she-bins, hand paper towel dispensers, air freshner spray units and soap dispensers must be automatic (**sensor equipment-she-bins, hand paper towel dispensers and soap dispenser**). All hygiene equipment to be supplied and installed must be **plastic chrome silver**. For any equipment installed, the appointed service provider will be expected to have replacement equipment ready in case of faulty equipment. Faulty equipment should be replaced within 24 hours.

3.2.1.7 Replenishment of toilet brushes must be done as and when the ones in used are worn out.

3.3 **KITCHEN AND WATER COOLER REFILL SERVICES – SEE PART C FOR DETAILED SCOPE OF WORK**

3.3.1. DSI Main Building:

- (a) The appointed service provider shall be responsible for washing dishes (cutlery, crockery, lunch boxes etc.). At least 2 (two) cleaners from the 15 cleaners required at the DSI Building, must be dedicated to providing the required kitchen services. The rest of the cleaning staff shall also be expected to assist with dishwashing services as and when the need arises but shall at all times give priority to their core function – cleaning services.
- (b) The aforementioned services shall include the following:
 - (i) Cleaning countertops and tables in the kitchen and wipe down the outside of kitchen cupboards and fridges once a day.

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- (ii) Cleaning of kitchen appliances like microwave ovens, kettles, urns, etc. once a day.
- (iii) Serving water in the meeting rooms.
- (iv) Defrosting and cleaning fridges once a month.
- (v) Cleaning the inside of kitchen cupboards once a month.
- (vi) Disposing all left-over food and other waste in the allocated waste bins.
- (vii) Collection and washing of dirty dishes (cutlery, crockery, lunch boxes, etc.) not less than four times a day, at 07:30, 10:30, 13:00 and 15:00, from trolleys at identified points in each block.
- (viii) Returning cleaned dishes to the trolleys at identified points soon after they are washed.
- (ix) Daily cleaning of the water coolers. These items shall be wiped cleaned on the outside only.
- (x) Refilling water coolers with fresh water every morning and as and when necessary.

3.3.2 NACI and NIPMO

- 3.3.2.1 The same services required under 3.3.1 (a) and (b) above, shall also be provided at the NACI and NIPMO offices.
- 3.3.2.2 The service provider is requested to take note that the cleaners required for NACI and NIPMO offices (1 cleaner per office as outlined in paragraphs 3.1.1.2 (b) and 3.1.1.3 (b) shall be responsible for providing the required kitchen services as outlined in paragraph 3.3.1 (a) and (b) above.

4. BUDGET

- 4.1 The bid proposal should clearly indicate the total price for the full term of the contract.

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4.2 All monetary values quoted must be in South African Rand and must include Value Added Tax (VAT).

4.3 The service provider must ensure that the price is fixed for the duration of the project.

4.4 Pricing Schedule

4.4.1 The price schedule must indicate the costs to be incurred by and charged to the DSI monthly.

4.4.2 The service provider is required to complete and submit pricing of the required services as per the pricing schedule in Table:1 below:

TABLE 1: PRICE STRUCTURE TEMPLATE

NO.	DESCRIPTION OF SERVICES	OFFICE WHERE SERVICE IS REQUIRED	PRICE PER MONTH	QUARTERLY
1	Cleaning Services - <i>price quoted must include all costs – cleaning costs; salaries, overtime and other allowances, chemicals, materials, transport costs; equipment etc.</i>	a) DSI Building	R	R
		b) NACI	R	R
		c) NIPMO	R	R
2	Hygiene Services – <i>price to include all costs – supply, installation of equipment, maintenance; refills; disposals transport costs; etc.</i>	a) DSI Building	R	R
3	Dishwashing and Refilling of water coolers	a) DSI Building	R	R
		b) NACI	R	R
		c) NIPMO	R	R
4	Other costs – <i>please specify.</i>		R	R
TOTAL BID PRICE EXCLUDING VAT			R	R
VAT AMOUNT			R	R
TOTAL AMOUNT INCLUDING VAT			R	R

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5 DURATION, TIMEFRAMES AND FORMAL CONTRACT

- 5.1 The successful service provider will be required to enter into a contract with the DSI for a period of three months. Should the contract be extended, the contracted will be amended accordingly.
- 5.2 This bid and all contracts will be subjected to the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

6. PROJECT MANAGEMENT

- 6.1 Service Provider must always comply with safety regulations during operations or during the rendering of the above-mentioned services.
- 6.2 The service provider must submit a safety file within ten working days upon signing of the service level agreement. The safety file must contain:
 - 6.2.1 Valid letter of good standing.
 - 6.2.2 Valid medical certificates of all those who will be assigned in the project, detailing the physical and psychological fitness.
 - 6.2.3 List of Personal Protective Equipment (PPE) that will be used during the project.
 - 6.2.4 Valid and relevant training certificates of the cleaning staff to be assigned to the project.
 - 6.2.5 Legal appointments with proof of training (e.g first aider etc.)
 - 6.2.6 Certified ID copies of the cleaning staff to be allocated to this project.
 - 6.2.7 Material safety data sheet (MSDS) of products / chemicals to be used in providing the required services. Attach proof of training of staff to show that the staff has been trained on using the products / chemicals.
 - 6.2.8 Safe work procedure.

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6.2.9 Risk Assessment

6.2.10 Incident reporting procedures.

7. COMPULSORY BRIEFING SESSION

7.1 A virtual briefing session will be held on **23 October 2023, from 10:00 – 12:00**. Prospective providers are therefore required to attend the session to get clarity on the department's specifications.

8. SITE VIEWING

8.1 Site viewing will be carried out on an appointment basis. The appointment should be scheduled a day prior before 15:00 Monday to Friday. An email to be sent to Nombulelo.Dlalisa@dst.gov.za and copying the Supplier Chain Practitioner who sourced the quotation.

9. SUBMISSION OF PROPOSALS

9.1 The closing date for submission of proposals is **6 November 2023**.

9.2 The proposals should be sent to the relevant SCM Practitioner who sourced quotations using the details provided through the email used to source.

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10. SCREENING FOR COMPLIANCE

During this phase, a short list will be developed and the shortlisted service providers **will be expected to meet the requirements listed below for them to proceed to the first phase of evaluation – functionality evaluation.**

- 10.1 Service provider must be registered on the Central Supplier Database (CSD) held by National Treasury.
- 10.2 Must complete and sign Standard Bidding Document (SBD) forms.
- 10.3 Service provider must accept the terms of reference, (ToR) by placing initials on each page of the terms of reference.
- 10.4 Service provider must accept the terms and conditions of the bid, by placing initials on each page of the General Conditions of Contract (GCC).
- 10.5 Must submit a certified B-BBEE certificate or Sworn Affidavit.
- 10.6 **Must submit latest Company registration documents (CIPC) with detailed particulars of ownership. Failure to submit this will result in a service provider scoring 0 points for strategic goals.**
- 8.7 Proof of registration for the following:
 - (a) CIPC (Previously known as CIPRO)
 - (b) COIDA (letter of good standing)
 - (c) UIF
 - (d) PAYE
 - (e) Cleaning Association (NCCA or relevant institution)
 - (f) Public Liability
- 8.8 Safety Plan to be submitted containing the following information:
 - (a) Valid letter of good standing.
 - (b) List of Personal Protective Equipment (PPE) that will be used during the project.
 - (c) Valid and relevant training certificates of the cleaning staff to be assigned to the project.

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- (d) Legal appointments with proof of training (e.g first aider etc.)
- (e) Certified ID copies of the cleaning staff to be allocated to this project.
- (f) Material safety data sheet (MSDS) of products / chemicals to be used in providing the required services. Attach proof of training of staff to show that the staff has been trained on using the products.
- (g) Safe work procedure.
- (h) Risk Assessment
- (i) Incident reporting procedures.

8.9 The above documents must be submitted together with the proposal electronically by email to tenders@dst.gov.za). *Failure to submit the above will result in disqualification of a proposal.*

9 EVALUATION PROCESS

9.1 The evaluation process will comprise of the following phases:

- Phase 1: Functional Evaluation;
- Phase 2: Price and Specific Goals Evaluation

The following rating values for evaluation will be used:

a. Each panel member will rate each individual criterion on the score sheets as indicated for each phase, using the following scale:

Value	Description
5 – Excellent	Exceeds the functionality requirements
4 – Very Good	Above average compliance to the requirements
3 – Good	Satisfactory and meets the requirements
2 – Average	Partial compliance to the requirements
1 – Poor	Unacceptable, does not meet set criteria

b. The value scored for each criterion will be multiplied with the specified

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weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

- c. The scores will be converted to a percentage and **ONLY** service providers that have met or exceeded the minimum threshold for a phase will be evaluated in terms of the next phase.
- d. Service providers must, as part of their bid documents, submit supporting documentation for all technical requirements. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- e. Service providers will not rate themselves, but need to ensure that all information is supplied as required. The DSI panel members will evaluate and score all responsive bids and will verify all documents submitted by the service providers.

9.2 Phase 1: Functionality Evaluation

- 9.2.1 Service providers' responses will be evaluated for functionality in this phase and will be expected to achieve a score of sixty percent (60%) for them to proceed to the next phase of evaluation.
- 9.2.2 The DSI panel members will individually evaluate the responses received based on the following criteria: -

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PHASE 2: PROPOSAL					
Rating: 1 = Poor 2 = Average 3 = Good 4 = Very good 5 = Excellent					
CRITERIA					WEIGHTS
1. Experience of the bidder in providing cleaning and hygiene services The company must at least have 5 years' experience in providing cleaning and hygiene service in buildings with sqm area of 7000 and above per contract. Experience to be scored based on contracts held, where similar services as required herein were rendered. Annexure A attached hereto shall be used by the service provider to record all contracts held (only those relevant to the services required herein). Signed testimonials where the contracts are/were held, must be attached. The contents of the testimonials must indicate period, square meters and services rendered as proof that they have facilitated similar project successfully.					
a Cleaning Experience					25
1 Contract – with no / or signed testimonial	2 Contracts – with signed testimonials	3 Contracts with signed testimonials	4 Contracts with signed testimonials	5 or more Contracts with signed testimonials	
1	2	3	4	5	
b Hygiene Experience					10
1 Contract with no/or signed testimonials	2 Contracts with signed testimonials	3 Contracts with signed testimonials	4 Contracts with signed testimonials	5 or more Contracts with signed testimonials	
1	2	3	4	5	

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CRITERIA					WEIGHTS
2. Capacity to render services Ability to provide the required cleaning, hygiene, and kitchen services as per PART A and B of the terms of reference. The following will be considered in scoring this criteria:					
a. (a) Cleaning Services (Part A) Human Resources (list of staff to be allocated to this project, including training received by each – CV's and training certificates to be attached. The supervisor must have two years' experience in supervising the project similar to the project referred to herein. (b) A list and quantity of all appropriate (SABS approved) cleaning material and cleaning equipment. (c) sample of bathroom and cleaning services checklists (d) Suppliers (list of suppliers used – proof to be attached)					25
a of the elements listed above	a-b of the elements listed above	a-c of the elements listed above	a-d of the elements listed above	In addition to a-d of the elements listed above, capacity of the supervisor to oversee and manage the project.	
1	2	3	4	5	
b. Hygiene Service (Part B) The bidder must demonstrate if they have the necessary capacity to render hygiene services, this may include but not limited to: (a) Equipment (list of SABS approved equipment and dispensers - attach proof of company equipment), (b) Stock Management processes (c) Consumables (list of SABS approved consumables), (d) Suppliers (list of suppliers – proof to be attached)					10
a of the elements listed above	a-b of the elements listed above	a-c of the elements listed above	a-d of the elements listed above	In addition to a-d of the elements listed above, capacity to manage the project	
1	2	3	4	5	
3. Project Plan The service provider shall provide a detailed cleaning services project plan which shall consist of the following information: (a) Cleaning, hygiene, and kitchen services schedules showing daily, weekly, monthly, quarterly, and six-monthly duties. (b) Health and safety plan indicating the Occupational Health and Safety Act compliance in office working environment. (c) Contingency Plan (disputes, strikes, stock management system), (d) Training Plan (schedule of training plans) (e) Quality control plan to manage the DSI, NACI and NIPMO Offices (how the various departments in your company will be involved in ensuring the delivery of high-quality services required herein)					30
a of the elements listed above	a-b of the elements listed above	a-c of the elements listed above	a-d of the elements listed above	a - e of the elements listed above	
1	2	3	4	5	
TOTAL SCORE					100

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9.1.3 Any proposal not meeting a minimum score of 60 percent under this phase of evaluation shall be disqualified and will not proceed to the next phase of evaluation.

9.2 Phase 2: Price and Specific Goals Evaluation

Price inclusive of VAT will be evaluated as indicated below.

a) In terms of regulation 4 of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the DSI on the 80/20 preference point system in terms of which points are awarded to service providers on the basis of:

- The bid price (maximum 80 points)
- Specific Goals mentioned below in Table1 (maximum 20 points)

Service providers can only claim specific goal credentials, by providing a detailed company ownership certificate.

b) The following formula will be used to calculate the points for price in respect of service providers with a rand value equal to or above R30 000.00 up to R50 000 000.00:

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

Where

P_s = Points scored for price of tender under consideration;

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Pt = Price of tender under consideration;

Pmin = Price of lowest acceptable tender

- c) A maximum of 20 points will be awarded to a tenderer for the specific goal (at least 51% ownership) specified for the tender, as per the table below:

Table 1 – Specific goals

The specific goals allocated points in terms of this tender:	Number of points allocated (80/20 system)
EMEs and QSEs	5
Companies owned by black people	5
Companies owned by women	3
Companies owned by youth	2
Companies owned by people with disabilities	5

- i. A bidder must submit proof of its Specific goals' status.
- ii. Bidder to claim points if their specific goal(s) ownership is at least 51 %.
- iii. A bidder failing to submit proof of Specific goals' status or failing to meet the Specific goals, may not be disqualified, but (a) may only score points out of 80 for price; and (b) score 0 points out of 20 for Specific goals.
- iv. The points scored by a bidder for Specific goals in accordance with the preceding paragraphs 6.4(c) must be added to the points scored for price under paragraph 6.4(b).
- v. The points scored must be rounded off to the nearest two decimal places.
- vi. If the price offered by a tenderer scoring the highest points is not market-related, the Department may not award the bid to that tenderer.
 - The Department may negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.

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- If the tenderer does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender.
 - If the tenderer scoring the second highest points does not agree to a market-related price, the Department may negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
 - If a market-related price is not agreed in all the aforementioned respects, the Department must cancel the tender.
- vii. In the event that two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals. (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
- viii. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

10 AWARDING OF THE BID

10.1 The Department of Science and Innovation (DSI) reserves the right to award the bid in whole to one service provider.

10.2 The service provider will have to be Compliant with tax matters as per CSD or e-Filing.

10.3 The service provider will have to sign a Non-Disclosure Agreement, as the work done will be confidential. "Acceptance of this bid will therefore be subject to the suspensive condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities at the level of Confidential. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If

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the principal contractor appoints a sub-contractor, the same provision will apply to the sub-contractor.

10.4 All staff members to be appointed by the service provider for this project will therefore require a positive security clearance from the DSI appointed service provider or the State Security Agency.

10.5 The DSI and the service provider will enter into a service level agreement (SLA).

10.5.1 The SLA will be signed with a representative of the appointed service provider.

10.5.2 The agreed timelines, performance indicators and budget will form part of the SLA.

10.5.3 The original Terms of Reference and agreed amendments will be an annexure to the SLA.

10.5.4 The DSI will make payment as per the signed SLA.

10.6 The Service Provider must:

10.6.1 Conduct business in a courteous and professional manner.

10.6.2 Comply with all relevant employment legislation and applicable bargaining council agreement, including UIF, PAYE, etc. DSI shall monitor compliance for the duration of the contract and implement penalties for non-compliance, e.g. payment of cleaners in line with the relevant Sectoral Determination including payment for overtime work.

10.6.3 Manage the internal disputes among his/her staff in such a way that DSI is not affected by those disputes.

10.6.4 Ensure that all staff working under this contract is in good health.

10.6.5 Comply with DSI policies, procedures and regulations.

10.6.6 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract. Even the relievers must be fully trained before they are deployed to DSI. DSI reserves the right to order the immediate removal of a staff member who is poorly performing.

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10.6.7 Ensure that DSI is informed of any removal and replacement of staff, for security reasons.

10.6.8 Provide all staff working under this contract with uniforms which shall state the name of the service provider and that can be clearly distinguished from other service providers, DSI staff, etc. and specific personal protective equipment. DSI reserves the right to order the immediate removal of a staff member that does not adhere to any requirement of the tender specifications.

10.7 Added to the above:

10.7.1 The service provider shall commence work upon the signing of the contract and receipt of an official purchase order.

10.7.2 The service provider will be responsible for ensuring that the agreed deliverables are produced to a quality standard, on time and within the budget.

10.7.3 The service provider will work in close collaboration with a DSI team, so as to ensure that the objectives of the department are accommodated by this project.

10.7.4 The service provider will solely be responsible for all administrative issues related to the project.

10.7.5 The service provider will attend regular meetings with the DSI throughout the duration of the project.

10.7.6 The service provider will explain and elucidate the final report at a meeting arranged by the DSI.

10.8 The onus is upon the service providers to familiarize themselves with the project sites as well as the extent of the service to be rendered.

10.9 DSI shall:

10.9.1 Manage the contract in a professional manner.

10.9.2 Provide appropriate information as and when required and only in situations where it is required by the service provider to fulfill their duties.

10.9.3 Not accept any responsibility for any damages suffered by the service provider or their staff for the duration of the contract.

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- 10.9.4 Not tolerate any unfair labour practices between service provider and their staff that happen during the execution of the project activities.
- 10.9.5 Not accept any responsibility for accounts/expenses incurred by the service provider that was not agreed upon by the contracting parties.
- 10.9.6 Provide a storage facility for equipment and materials where possible.
- 10.9.7 If necessary, request the withdrawal of a staff member who poses a threat to DSI employees and / or fails to comply with applicable security measures implemented in the offices where the services outlined herein are required.
- 10.9.8 The DSI will evaluate the draft final report and request the service provider to effect revisions and additions, if necessary, before the final payment is made.

11 FRONTING

- 11.1 DSI, in compliance with regulations, supports the spirit of Broad- Based Black Economic Empowerment and recognizes that real empowerment can only be achieved 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 DSI condemns any form of fronting.
- 11.2 DSI, in ensuring that service providers conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine that accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry (DTI), be established during such enquiry/investigation, the onus will be on the service provider/contractor to prove that fronting does not exist. Failure to do so within 14 days from date of notification may invalidate the bid/contract and may also result in restriction of the service provider/contractor to conduct business with the public sector for a period not exceeding ten years, in

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addition to any other remedies DSI may have against the service provider/contractor concerned.

12 PROPRIETARY RIGHTS

- 12.1 The proprietary rights with regards to copyright, patents and other similar rights that may arise from the service provider carrying out the assignment belong to the DSI.
- 12.2 The DSI will have unrestricted access to all material, data and information.
- 12.3 The service provider shall deliver any or all such material, data and information to the DSI upon request.
- 12.4 The final product of all work done shall, on completion of the project belong to the DSI.
- 12.5 The service provider shall agree that all rights, to be acknowledged, understood and adhered to by the service provider on acceptance of bid including, without limitation, all intellectual and property rights in and any material, data or information including computer programmes, e- data and documentation related to the project belong to the DSI.

13 PROHIBITION OF RESTRICTIVE PRACTICES

- 13.1 In terms of section 4(1) 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 service provider(s) is (are) or a contractor(s) was/were involved in:
 - a) Directly or indirectly fixing a purchase or selling price or any other trading condition
 - b) Dividing markets by allocating customers, suppliers, territories or specific types of goods or
 - c) services; or
 - d) Collusive bidding.
- 13.2 If a service provider(s) or contractor(s), in the judgement of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may,

initiate:

without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

- 13.3 Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any official or representative of DSI, other than SCM officials, in respect of this bid between the closing date and the award of the bid by the service provider is prohibited.
- 13.4 The Supplier shall not cede this Agreement without the written permission of DSI.
- 13.5 The Supplier shall not, without the prior written consent of DSI, subcontract the rendering of the Services to a third party.

initiate:

PART A: CLEANING SERVICES

The appointed service provider will be expected to carry out the cleaning services as follows:

1. FLOOR MAINTENANCE: (DSI, NACI AND NIPMO)

1.1 Resilient Floors:

- | | |
|----------------------|--------------|
| ❖ Sweep or damp mop. | Daily |
| ❖ Machine burnish. | As necessary |

1.2 Stone Floors (ceramic tiles):

- | | |
|------------------|--------------|
| ❖ Sweep. | Daily |
| ❖ Damp Mop. | Daily |
| ❖ Machine Buff. | As Necessary |
| ❖ Machine scrub. | As Necessary |

1.3 Rugs and Carpeting:

- | | |
|----------------------------|------------------|
| ❖ Vacuum clean as follows: | |
| - heavy traffic areas. | Daily |
| - medium traffic areas. | Alternative Days |
| - light traffic areas. | Twice per week |
| ❖ Carpet cleaning | Quarterly |

2. DUSTING: (DSI, NACI AND NIPMO)

- | | |
|---|--------|
| ❖ Dust all surface (low level). | Daily |
| ❖ Dust all high ledges and fittings. | Weekly |
| ❖ Dust all surfaces (wall, cabinet, etc.) | Weekly |
| ❖ Dust all window ledges. | Daily |
| ❖ Dust telephones. | Daily |

initiate:

- ❖ Clean and disinfect telephones. Weekly
- 3. WASTE DISPOSAL: (DSI, NACI AND NIPMO)**
- ❖ Provide refuse bags for the bins Daily and when required
 - ❖ Empty and clean all waste receptacles. Twice per day
 - ❖ Remove all waste to specified areas. Twice per day
 - ❖ Remove all waste papers. Twice per day
 - ❖ Provide large bags for shredding machines When required
- 4. WALLS AND PAINTWORK: (DSI, NACI AND NIPMO)**
- ❖ Spot clean all low surface, i.e. glass, walls, doors and light switches Daily
- 5. GLASS AND METAL WORK: (DSI, NACI AND NIPMO)**
- ❖ Spot clean glass doors. Daily
- 6. ENTRANCE AND RECEPTION: (DSI ONLY)**
- ❖ Sweep entrance steps and entrance. Daily
 - ❖ Clean doormats and wells. Daily
 - ❖ Wash steps. Daily
- 7. REST ROOMS (DSI ONLY):**
- 7.1 The service shall be carried out as follows:**
- ❖ Provide toilet brushes for all toilets Quarterly
 - ❖ Maintain floors according to types. Daily
 - ❖ Damp mop floors with disinfectant. Daily
 - ❖ Empty and clean all waste receptacles. Twice per day

initiate:

- | | |
|--|-----------|
| ❖ Empty and clean sanitary bins. | Weekly |
| ❖ Clean and sanitise all bowels, basins, urinals, showers and
baths (where applicable). | Daily |
| ❖ Clean all mirrors. | Daily |
| ❖ Clean all metal fittings. | Daily |
| ❖ Spot clean walls, doors, partitions and lockers where applicable. | Daily |
| ❖ Replenish consumables i.e. Quality Double ply toilet papers,
soap and towel cabinets. | Daily |
| ❖ Deep clean all rest rooms, including washing the walls | Quarterly |
- 8. LIFTS AND LIFT FOYERS: (DSI ONLY)**
- | | |
|--|-------|
| ❖ Completely clean interior of all lifts including indicator boards. | Daily |
| ❖ Clean lift door tracks. | Daily |
| ❖ Lift Glass Door | Daily |
- 9. STAIRCASES: (DSI ONLY)**
- | | |
|---|------------|
| ❖ Dust and sanitize handrails and fittings. | Daily |
| ❖ Maintain landings, treads and risers according to finish. | Daily |
| ❖ Clean fire escape routes. | 2 x Weekly |
- 10. WINDOW CLEANING: (DSI, NACI – INSIDE ONLY ; AND NIPMO – INSIDE ONLY)**
- | | |
|--------------------------|--------|
| ❖ Clean partition glass. | Weekly |
|--------------------------|--------|
- 11. BLINDS: (DSI, NACI AND NIPMO)**
- | | |
|------------------------------------|--------------|
| ❖ Dust. | Twice a week |
| ❖ Ensure that blinds are in place. | Daily |

initiate:

NB: The service provider shall be held accountable for the blinds damaged by the cleaners.

12. PARKING (INSIDE AND OUTSIDE AREAS – DSI BUILDING ONLY):

- | | |
|---|--------|
| ❖ Pick up litter and remove to agreed area. | Daily |
| ❖ Sweep all parking areas. | Weekly |

13. STOREROOMS (DSI):

- | | |
|---|---------------------------------|
| ❖ Scrub the floor | Twice a month and when required |
| ❖ Dust all areas | Twice a month and when required |
| ❖ Remove all unwanted papers and other items. | Twice a month and when required |

14. CANTEEN AREA (DSI ONLY):

14.1 Resilient Floors:

- | | |
|----------------------|--------------|
| ❖ Sweep or damp mop. | Daily |
| ❖ Machine burnish. | As necessary |

14.2 Stone Floors (ceramic tiles):

- | | |
|------------------|--------------|
| ❖ Sweep. | Daily |
| ❖ Damp Mop. | Daily |
| ❖ Machine Buff. | As Necessary |
| ❖ Machine scrub. | As Necessary |

14.3 Deep cleaning canteen equipment. Quarterly (weekends only)

15. WALKWAY / BUILDING SURROUNDINGS (DSI ONLY):

- | | |
|---|-------|
| ❖ Pick up litter and remove to agreed area. | Daily |
|---|-------|

initiate:

❖ Sweep.	Weekly
----------	--------

16. REFUSE AREA: (DSI, NACI AND NIPMO)

❖ Maintain refuse area in a clean and hygienic condition	At all times
❖ Sweep and keep the refuse area tidy (maintain refuse area in a clean hygienic condition)	Daily

17. DINING ROOMS: (DSI, NACI AND NIPMO)

❖ Maintain and clean floors according to type	Daily
❖ Dust all vertical and horizontal surfaces to a height of 2.5m.	Daily
❖ Damp wipe furniture.	Daily
❖ Empty and clean receptacles.	Twice a day
❖ Collect dirty dishes and wash them in the kitchen.	As and when required

18. KITCHEN AREAS: (DSI, NACI AND NIPMO)

❖ Maintain kitchen and clean floors (inside and outside).	Daily
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19. BOARDROOMS: (DSI, NACI AND NIPMO)

❖ Maintain boardrooms and clean floors.	Daily
❖ Dust all boardroom tables and chairs.	Daily

20. MISCELLANEOUS: (DSI, NACI AND NIPMO)

❖ Polish desk and office furniture.	Fortnightly
❖ Wash vinyl covered furniture.	Monthly
❖ Vacuum cloth covered furniture.	Monthly
❖ Removal of empty boxes	When required

initiate:

21. QUARTERLY CLEANING EXERCISES: (DSI, NACI AND NIPMO)

❖ Carpet cleaning (deep cleaning)	Quarterly (only on weekends)
❖ All Kitchen zinc (deep cleaning)	Quarterly (only on weekends)
❖ Floor stripping and sealing	Quarterly (only on weekends)
❖ Deep clean restrooms	Quarterly (only on weekends)

22. SERVICE TIMES

- ❖ Day cleaning - Monday to Friday from 07h00 to 15h30.
- ❖ **Night cleaning shall not be allowed.**

initiate:

PART B- HYGIENE SERVICES

The appointed service provider will be expected to carry out the hygiene services at the **DSI Building only** as follows:

1. Deep cleaning

The deep cleaning for toilets, urinals, basins, taps drains, cleaning eyes and showers will be done on a quarterly basis:

DESCRIPTION	QUANTITY	SERVICE INTERVALS
Toilets Bowls	51	QUARTERLY
Urinals Bowls	16	QUARTERLY
Tap drains	63	QUARTERLY
Shower Drainage	06	QUARTERLY
Cleaning eyes	48	QUARTERLY

2. Consumables

The appointed service provider shall be responsible for the supply, installation and maintenance of consumables. The following dispensers (type, quantity, and service intervals) shall be provided by the service provider:

initiate:

DESCRIPTION OF REQUIRED DISPENSER	QUANTITY OF DISPENSERS	SERVICES REQUIRED	SERVICE REQUIRED AND SERVICE INTERVALS
Toilet Paper Holder	51	SUPPLY; INSTALLATION AND REPLENISHMENT WITH 2 PLY TOILET PAPERS	SUPPLY AND REPLENISH WITH 2PLY TOILET PAPER – AS AND WHEN REPLENISHMENT IS REQUIRED
Sensor Operated Hand Towel (Paper) Dispensers	48	SUPPLY; INSTALLATION AND REPLENISHMENT WITH HAND PAPER TOWELS	SUPPLY AND REPLENISH WITH 1PLY HAND PAPER TOWEL - AS AND WHEN REPLENISHMENT IS REQUIRED
Foam Seat Spray Dispensers (Foam)	50	SUPPLY; INSTALLATION AND REFILLS	REFILL - AS AND WHEN REFILLS ARE REQUIRED
Sensor operated Sanitary Waste Bins	36	SUPPLY; INSTALLATION AND DISPOSAL	WEEKLY DISPOSAL
Sensor Operated Hand Soap Dispenser	63	SUPPLY; INSTALLATION AND REFILLS	REFILL - AS AND WHEN REFILLS ARE REQUIRED
Hand Towel Waste Bins	49	SUPPLY; INSTALLATION AND DISPOSAL	DISPOSE AS AND WHEN BINS FULL

initiate:

DESCRIPTION OF REQUIRED DISPENSER	QUANTITY OF DISPENSERS	SERVICES REQUIRED	SERVICE REQUIRED AND SERVICE INTERVALS
Auto Flush Units for Urinals	16	SUPPLY; INSTALLATION AND REFILLS	REFIL MONTHLY
Air Fresheners (Digital)	70	SUPPLY; INSTALLATION AND REFILLS	REFILL AS AND WHEN REFILLS ARE REQUIRED

All products to be supplied must be SABS approved and non-compliance will lead to termination of the service level agreement.

initiate:

PART C: DISHWASHING AND REFILLING OF WATER COOLERS

1. The services shall be provided at DSI, NACI and NIPMO Offices as follows:

1.1 Kitchen areas

- ❖ The appointed service provider shall be responsible for washing dishes (cutlery, crockery, lunch boxes etc.) three times a day. This service will be rendered by the 2 cleaners that are to be dedicated for this function.
- ❖ Clean counter tops and tables in the kitchen and wipe down the outside of kitchen cupboards and fridges once a day.
- ❖ Clean microwave ovens once a day.
- ❖ Defrost and clean fridges once a month.
- ❖ Clean the inside of kitchen cupboards once a month.
- ❖ Dispose of all left-over food in the allocated waste bins.

1.2 Collection of dishes

- ❖ Collect dirty dishes (cutlery, crockery, lunch boxes, etc.) as and when required, from trolleys at identified points for each block.
- ❖ Wash and clean the dishes.
- ❖ Return clean dishes to the trolleys as soon as they have washed.

2. Refilling of water coolers at DSI, NACI and NIMPO

- | | |
|--|-----------------------|
| 2.1 Wipe Clean water coolers | Daily |
| 2.2 Refill water coolers with fresh water | Daily (every morning) |
| 2.3 Refill water coolers with fresh water | Daily / as and when |

initiate:

ANNEXURE A-CLIENT BASE

Name of client / organization where contract is being executed/was executed		Description of Contract Services	Physical Address of the Client/ organization	Size of the building where the services were rendered	Contact persons and telephone numbers of your client	Contract period (indicate start and end dates) e.g. 1 April 2012 to 31 March 2015
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

NB: DSI reserves the right to (i) verify the contents of this list directly with the service providers' clients and (ii) conduct site inspections at the premises where services required herein are said to have been rendered.

initiate: