



**BORDER MANAGEMENT AUTHORITY (BMA) INVITES ALL INTERESTED PARTIES TO RESPOND TO THE REQUESTS FOR EXPRESS OF INTEREST TO BE APPOINTMENT ON A PANEL FOR PROVISION OF CLEANING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**Bid Number:** H004L2505RFP00035

Suitable and capable service providers are invited to express interest to be in the **Panel for provision of Cleaning Services**. The panel will be valid for a duration of 36 months.

The Entity reserves the right to **not award this expression of interest**.

**Selection of Services providers will be on the quotation basis from the approved list of service providers that have been successful during the panel process.**

**Bidders to submit both electronically copy (USB) and hard copy. Bidders must ensure that both copies are the same. BMA will utilized any of the submitted copies during evaluation hence bidder must ensure that both copies are the same. Service providers are requested to ONLY submit document requested under Administrative and Mandatory stage. Other documents will be requested during quotation stage.**

**Bidders must comply with the administrative and mandatory criteria to qualify for Panel.**

#### **Administrative Compliance**

A Bid Evaluation Committee will evaluate each bidder based on compliance with requirements and submission of required documents as indicated in the table below.

|                  |                                                        |
|------------------|--------------------------------------------------------|
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**Mandatory Requirements**

Certified copies must be submitted accordingly. Bidders must be able to render services across all the BMA four regions. Failure to comply with mandatory requirements will lead to disqualification. **The service providers must submit the following documentation to qualify with the Mandatory Requirements:**

|       |                                                                                                                                                                                                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)   | Valid Proof of registration with the National Contract Cleaners Association( NCCA) or BCCCI or BEECA. <b>Attach copy of certificate.</b> Verification of being an active member will be done at award stage |
| (ii)  | Valid registration with Department of Labour (UIF – Unemployment Insurance Fund). <b>Attach copy of certificate</b>                                                                                         |
| (iii) | Valid registration with Department of Labour (COIDA – Compensation for Occupational Injuries and Diseases Act). <b>Attach copy of certificate</b>                                                           |

*Any Bid that fails to meet the mandatory requirements will be deemed non-responsive and therefore will be disqualified from participating in this bidding process.*

**ADDITIONAL REQUIREMENTS WHICH MAYBE REQUESTED DURING QUOTATION STAGE (NOT TO BE SUBMITTED WITH TENDER DOCUMENT)**

|       |                                                                                                                                                                                                        |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)   | Registration as an accredited pest control operator (Department of Agriculture, Land Reform and Rural development). <b>This certificate will be requested as when required per tender requirements</b> |
| (ii)  | Registration with South African Pest Control Association (SAPCA). <b>This certificate will be requested as when required per tender requirements</b>                                                   |
| (iii) | Any additional certificate that maybe required                                                                                                                                                         |

**Bidders must comply with the administrative and mandatory criteria to qualify for Panel.**

**Collection of Bid Documents**

The tender documents will be available on the [www.etenders.gov.za](http://www.etenders.gov.za) and [www.bma.gov.za](http://www.bma.gov.za) websites. The tender documents are for free and must be downloaded from one of the two websites.

Queries relating to the issue of these documents may be addressed to [scm.enquiries@bma.gov.za](mailto:scm.enquiries@bma.gov.za) and Mr. Jimmy Sibiya e-mail: [jimmy.sibiya@bma.gov.za](mailto:jimmy.sibiya@bma.gov.za)

**Closing date and time**

Respondents must submit their proposals on the **16 September 2024** not later than 11h00 am at BMA Tender Box, situated at Reception,

Tshedimosetso House

1035 cnr Francis Baard & Festival Streets

Hatfield, Pretoria, Gauteng

Faxed and Emailed submissions will not be accepted. Telegraphic, telephonic, telex, facsimile, and late Tender Proposals will not be accepted.

**PART A**  
**INVITATION TO BID**

|                                                                                                                                                                                                                     |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------------|--|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR CLEANING SERVICES AT BMA FOUR REGIONS</b>                                                                                                                     |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| BID NUMBER:                                                                                                                                                                                                         | H004L2505RFP00035                                                                  | CLOSING DATE:    | 16 September 2024                                                        | CLOSING TIME:                                            | 11H00                                                                                                |  |  |
| DESCRIPTION                                                                                                                                                                                                         | PANEL FOR PROVISION OF CLEANING SERVICE PROVIDERS (36 MONTHS)                      |                  |                                                                          |                                                          |                                                                                                      |  |  |
| <b>BID DOCUMENTS ARE TO BE DEPOSITED IN THE TENDER BOX</b>                                                                                                                                                          |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| BID DOCUMENTS ARE TO BE DEPOSITED IN THE TENDER BOX Tshedimotso House 1035 cnr Francis Baard & Festival Streets Hatfield, Pretoria, Gauteng                                                                         |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                               |                                                                                    |                  |                                                                          | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>           |                                                                                                      |  |  |
| CONTACT PERSON                                                                                                                                                                                                      |                                                                                    | CONTACT PERSON   | Jimmy.sibiya@bma.gov.za                                                  |                                                          |                                                                                                      |  |  |
| TELEPHONE NUMBER                                                                                                                                                                                                    |                                                                                    | TELEPHONE NUMBER |                                                                          |                                                          |                                                                                                      |  |  |
| FACSIMILE NUMBER                                                                                                                                                                                                    |                                                                                    | FACSIMILE NUMBER |                                                                          |                                                          |                                                                                                      |  |  |
| E-MAIL ADDRESS                                                                                                                                                                                                      | scm.enquiries@bma.gov.za                                                           |                  | E-MAIL ADDRESS                                                           | jimmy.sibiya@bma.gov.za                                  |                                                                                                      |  |  |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                         |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| NAME OF BIDDER                                                                                                                                                                                                      |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| POSTAL ADDRESS                                                                                                                                                                                                      |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| STREET ADDRESS                                                                                                                                                                                                      |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| TELEPHONE NUMBER                                                                                                                                                                                                    | CODE                                                                               |                  | NUMBER                                                                   |                                                          |                                                                                                      |  |  |
| CELLPHONE NUMBER                                                                                                                                                                                                    |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| FACSIMILE NUMBER                                                                                                                                                                                                    | CODE                                                                               |                  | NUMBER                                                                   |                                                          |                                                                                                      |  |  |
| E-MAIL ADDRESS                                                                                                                                                                                                      |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| VAT REGISTRATION NUMBER                                                                                                                                                                                             |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                          | TAX COMPLIANCE SYSTEM PIN:                                                         |                  | OR                                                                       | CENTRAL SUPPLIER DATABASE No:                            | MAAA                                                                                                 |  |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                                                                        | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |                  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                                                          | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |  |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                               |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |                  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |  |  |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                   |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                     |                                                                                    |                  |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |  |  |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                           |                                                                                    |                  |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |  |  |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                          |                                                                                    |                  |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |  |  |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                               |                                                                                    |                  |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |  |  |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                           |                                                                                    |                  |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                      |  |  |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |                                                                                    |                  |                                                                          |                                                          |                                                                                                      |  |  |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                      |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                    |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                         |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                          |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                                 |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                              |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.                                                                                                                         |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                                   |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                             |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                          |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                        |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

- 1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
- 2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4. Bids submitted must be complete in all respects.
- 5. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
- 7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
- 8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
- 9. A specific box or email address is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
- 10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
- 11. No bid submitted by telefax, telegraphic or other means will be considered.
- 12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
- 13. Any alteration made by the bidder must be initialed with an ink pen.
- 14. Use of correcting fluid is prohibited, bidder may be disqualified.
- 15. Bids will be opened in public as soon as practicable after the closing time of bid.
- 16. Where practical, prices are made public at the time of opening bids.
- 17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- 18. For any incomplete form may results in disqualification or non-allocation of points.

Acceptable Proof for Allocation of Points

| The specific goals allocated points in terms of this tender | Points | Acceptable Proof for Allocation of Points |
|-------------------------------------------------------------|--------|-------------------------------------------|
| Not applicable at this stage                                |        |                                           |

**Right to Award**

- Border Management Authority reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part.”
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

**PRICE NEGOTIATION**

- BMA reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.
- BMA supports the spirit of 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 BMA does not support any form of fronting.

**REMUNERATION**

- The service provider will be remunerated in South African Rands, on a fixed price (Inclusive of VAT) for the service rendered.
- Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- Payment will be against the key deliverables as set out in section 4 above, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.
- Disbursements must not exceed 10% of the total amount paid to the service provider and will be paid only if original receipts are provided against a list of expenses that are agreed in advance of the costs being incurred.

**SECTION B**  
**AUTHORITY TO SIGN**

**BID NO:** H004L2505RFP00035 **- PANEL FOR PROVISION OF CLEANING SERVICES**

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc. RESOLVED that \_\_\_\_\_, in his/her capacity as \_\_\_\_\_, is authorized to make applications on behalf of the Close Corporation /

Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

*(sole member still must sign this resolution)*

Signature of members:

| Name     | Signature | Date   |
|----------|-----------|--------|
| 1. _____ | _____     | _____. |
| 2. _____ | _____     | _____. |
| 3. _____ | _____     | _____. |
| 4. _____ | _____     | _____. |
| 5. _____ | _____     | _____. |
| 6. _____ | _____     | _____. |

Specimen signature of the appointed Signatory: \_\_\_\_\_ .  (Please sign)

**Failure to complete, sign and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected**

**SECTION C**  
**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Entity may, without prejudice to any other legal rights or remedies it may have.
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT

THE BID EVALUATION PROCESS

SECTION D

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ....., WHO REPRESENTS (state name of bidder) .....CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER’S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION E

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.Site/Building/Institution

Involved:

Tender Reference No:

Service/Work: - **PANEL FOR PROVISION OF CLEANING SERVICES**

\*\*\*\*\* This is to certify that

(bidder's representative name)

\_\_\_\_\_

On behalf of (company name)\_\_\_\_\_ -

\_\_\_\_\_

Attended the Briefing on\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(date) and is therefore familiar with the  
circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_\_

**SECTION F**  
**SBD 4**  
**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 interest<sup>1</sup> in the enterprise, employed by the state?

|     |  |
|-----|--|
| YES |  |
| NO  |  |

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.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

2.2 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:  
.....  
.....

2.3.1 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? (please declare all companies under the directors names on CSD, declare using MAAA numbers as listed on CSD)

|     |  |
|-----|--|
| YES |  |
| NO  |  |

<sup>1</sup> 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.

2.3.2 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 consortium<sup>2</sup> 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, 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.
  - 3.4 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.
  - 3.5 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.
  - 3.6 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

**Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will result**

<sup>2</sup> 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.  
Supply Chain Management Tender/Quotation Standardized Pack

*in disqualification.*

## **SECTION G GENERAL CONDITIONS OF CONTRACT**

### **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 are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government

Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

- a. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. 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.
- c. 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.
- d. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights.**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.4 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.5 a cashier's or certified cheque

7.6 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any

warranty obligations, unless otherwise specified in SCC.

## **8 Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Entity or an organization acting on behalf of the Entity.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10 Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The Supply Chain Management Tender/Quotation Standardized Pack

details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11 Insurance**

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

11.2 Upon appointment by the Head of Entity the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

## **12 Transportation**

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

## **13 Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

## **14 Spare parts**

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

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

## **15 Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the

contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16 Payment**

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 fulfillment 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.

## **17 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.

## **18 Contract amendments.**

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.

## **19 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.

## **20 Subcontracts**

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.

## **21 Delays in the 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 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 Entity, provincial Entity, 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.

## **22 Penalties**

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

## **23 Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- 23.5.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.6 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24 Anti-dumping and countervailing duties and rights**

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

## **25 Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26 Termination for insolvency**

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

## **27 Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28 Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the

- purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29 Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30 Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31 Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32 Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Entity must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33 National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Entity of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **34. 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 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.

## SECTION H SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

Words and phrases used in this Contract which are defined or used in any statute or regulation which applies to the subject matter, professional person.

The bid is issued in accordance with Section 217 of the Constitution, The Public Finance Management Act, Treasury Regulations 16A and National Treasury regulations and guidelines.

### CONTRACT PERIOD

The contract period is 36 Months.

### EVALUATION CRITERIA

There are Two main stages in the selection process, namely, ensuring that bids comply with administrative Compliance and mandatory requirements.

#### Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz AnnexureA, Part A-section K. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid.

The following documentation must be submitted:

| Criteria                                               | Yes | No | Remarks |
|--------------------------------------------------------|-----|----|---------|
| <b>PART A</b>                                          |     |    |         |
| INVITATION TO BID                                      |     |    |         |
| <b>PART B</b>                                          |     |    |         |
| TERMS AND CONDITIONS FOR BIDDING (SBD 1)               |     |    |         |
| <b>SECTION A</b>                                       |     |    |         |
| NOTICE TO RESPONDENTS REGARDING THE COMPLETION OFFROMS |     |    |         |
| <b>SECTION B</b>                                       |     |    |         |
| AUTHORITY TO SIGN                                      |     |    |         |
| <b>SECTION C</b>                                       |     |    |         |
| REGISTRATION ON CENTRAL SUPPLIERS DATABASE             |     |    |         |
| <b>SECTION D</b>                                       |     |    |         |
| DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS      |     |    |         |
| <b>SECTION E</b>                                       |     |    |         |
| OFFICIAL BRIEFING SESSION FORM                         |     |    |         |
| <b>SECTION F</b>                                       |     |    |         |
| DECLARATION OF INTEREST (SBD 4)                        |     |    |         |
| <b>SECTION G</b>                                       |     |    |         |
| GENERAL CONDITIONS OF CONTRACT                         |     |    |         |
| <b>SECTION H</b>                                       |     |    |         |
| SPECIAL CONDITIONS OF CONTRACT                         |     |    |         |
| <b>SECTION I</b>                                       |     |    |         |
| TERMS OF REFERENCE                                     |     |    |         |

**Step 2 – Mandatory requirements**

Certified copies must be submitted accordingly. Bidders must be able to renders services across all the BMA four regions. Failure to comply with mandatory requirements will lead to disqualification. **The service providers must submit the following documentation to qualify with the Mandatory Requirements:**

|       |                                                                                                                                                                                                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)   | Valid Proof of registration with the National Contract Cleaners Association( NCCA) or BCCCI or BEECA. <b>Attach copy of certificate.</b> Verification of being an active member will be done at award stage |
| (ii)  | Valid registration with Department of Labour (UIF – Unemployment Insurance Fund). <b>Attach certificate</b>                                                                                                 |
| (iii) | Valid registration with Department of Labour (COIDA – Compensation for Occupational Injuries and Diseases Act). <b>Attach certificate</b>                                                                   |

*Any Bid that fails to meet the mandatory requirements will be deemed non-responsive and therefore will be disqualified from participating in this bidding process.*

**ADDITIONAL REQUIREMENTS WHICH MAYBE REQUESTED DURING QOUTATION STAGE (NOT TO BE SUBMITTED WITH THIS TENDER DOCUMENT)**

|       |                                                                                                                                                                                                         |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)   | Registration as an accredited pest control operator (Department of Agriculture, Land Reform and Rural development). <b>This certificate will be request an as when required per tender requirements</b> |
| (ii)  | Registration with South African Pest Control Association (SAPCA). <b>This certificate will be request an as when required per tender requirements</b>                                                   |
| (iii) | Any additional certificate that maybe required                                                                                                                                                          |

## **SECTION I**

### **TERMS OF REFERENCE**

#### **ACCEPTANCE OF A BID**

- In accordance with the provision of Occupational Health and Safety Act (No: 85 of 1993), all National and Provincial government Departments or State Entities are obliged to provide a clean, healthy, hygienic, and safe working environment.
- The Border Management Authority intends to appoint the panel of service providers to render cleaning services, hygiene services, fumigation/pest control, deep cleaning, waste management and food service aid for the Authority at Head Office, ports of entry and the regions.
- The BMA offices and ports of entry are situated in all nine provinces including head office.
- The estimated total office space square meters is ranging from 1000- 10 000m<sup>2</sup> of which there are carpeted areas, interlock rubber mats, and vinyl/wooden flooring space.
- The successful service providers panel will provide the following services:
- The scope of the assignment is to provide cleaning services at the BMA four regions and head office as following:
- This service provider panel is required to provide a comprehensive cleaning services, (hygiene services, fumigation/pest control, deep cleaning, waste management, car wash services, cleaning equipment, cleaning materials any other related cleaning services) for BMAs four regions, ports of entry and head office: Northern, Southern, Eastern and Central Region.
- This Bid will be evaluated and adjudicated in terms of Border Management SCM Policy and Delegations. The Border Management Authority Bid Adjudication Committee (BEC and BAC) are under no obligation to accept any bid.
- The financial standing of a bidder and its ability to render services may be examined before the bid is considered for acceptance.

#### **COMPLIANCE WITH SPECIFICATION**

- Offers must comply strictly with the specification. Offers exceeding specification requirements will be deemed to comply with the specification.
- The quality of services must not be less than what is specified.

#### **EQUAL BIDS AND CRITERIA FOR BREAKING DEADLOCK IN SCORING**

- During the submission of price quotations, the equal bids and criteria for breaking deadlock in scoring will be as follows:
- If 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.
- If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

#### **LATE BIDS**

- Bids are permissible to be submitted prior to closing date and time this is to avoid unfortunate or unplanned circumstances that could prevent the bidder from arriving on time during the closing date. If the bidder fail to arrive on time the department will not be held liable, to accept late bids.

- Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

#### **AWARD OF BID (S)**

- The Border Management Authority, Bid Adjudication Committee reserves the right to award the bid to one or more than one bidder, provided that the respective bidders' offers comply with the specification and meets all the conditions attached to the bid. Bidders must ensure that they quote as per the stipulated price page failing which they will be disqualified. Note for panels this will be applicable during price quotation phase, once panel has been fully established.
- Notification of the intention to award the bid shall be in the same media that the bid was advertised.

#### **REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

#### **EMPLOYEES TRADING WITH THE ORGANS OF THE STATE**

- The Public Service Act 103 of 1994 indicates in section 30(1) that "No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department."
- Furthermore, in terms of the Public Service Regulations paragraph 13(c), "An employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act"
- If a bidder is found to be employed by the state, through the verification of Central Supplier Database (CSD) Report, DPSA, the bid will be immediately disqualified. If it is discovered during other Computer Assisted Audit Technics, that the bidder is employed by the state, the award or contract will be immediately terminated.

#### **VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the entity may request bidders to extend the validity (binding) period. Should this occur, the entity will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders? This request will be done before the expiry of the original validity (binding) period.

#### **INVOICES AND PAYMENTS**

All invoices must be submitted in the original format.

All invoices submitted by the Contractor must contain the word "INVOICE" for non-VAT vendors or "TAX INVOICE" for VAT vendors only. VAT number must be reflected for VAT vendors.

Tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) The name and address of the recipient;
- (c) An individual serialized number and the date upon which the tax invoice is issued;
- (d) A description of the goods or services supplied;
- (e) The quantity or volume of the goods or services supplied
- (f) The value of the supply, the amount of tax charged and the consideration for the supply; or
- (g) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

- Contractor shall be paid by the institution concerned, in accordance with supplies delivered and services rendered. The goods must be accepted and signed off by the relevant delegated official.
- Should a Contractor indicate a special discount on his/her account provided payment is made within a certain time, every effort shall be made to take advantage of such discount. Where discounts or rebates received by the Department, the Contractor to provide credit note.
- Any query concerning the non-payment of accounts must be directed to the institution concerned.
- The following protocol will apply if accounts are queried:

- (i) Contact must be made with the officer-in-charge of Logistics and Accounts Payable;
- (ii) If there is no response from Logistics and Accounts Payable, the Director Logistics and the Director: Expenditure Management of the institution must be contacted.
- (iii) Failing all of the above, the Contractor must contact the Senior Manager: Finance supplying the following details:

- a) Name/s of person/s contacted at the Institution and dates; and
- b) Details of outstanding account.

- The Institutions shall not be responsible for payment of any statutory increases in tariffs or imports or any fluctuations in foreign exchange rate for any item required Contractor, to realise its obligations in terms of this Contract. The rate of exchange, as agreed upon in this Contract is subject to review if stipulated within this contract and as agreed consented by both Parties.

#### **VALUE ADDED TAX (VAT)**

- All bid prices must be inclusive of all applicable taxes.
- Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but an entity may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of bid.
- VAT will not be included after an award of the price quotation or during contract management period.

#### **THE ENTITY'S PROPERTY IN POSSESSION OF A CONTRACTOR**

- The Entity's property supplied to a Contractor for the execution of a contract remains the property of the Entity and shall at all times be available for inspection by the Entity or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Entity forthwith.
- The Contractor shall be responsible at all times for any loss or damages to the Entity's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Entity may require.

#### **IRREGULARITIES**

- Companies are encouraged to advise the Border Management timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

#### **UNSATISFACTORY PERFORMANCE**

- In amplification of paragraph 21; 22 and 23 of the GCC, unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- (i). The institution shall warn the Contractor by registered/certified mail or email that action will be taken in accordance with the contract conditions unless the Contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the Contractor does not perform satisfactorily despite the warning the institution will: Take necessary and appropriate action such as termination of contract in terms of its delegated powers.
- (ii) When correspondence is addressed to the Contractor, reference will be made to the contract number/item number/s and an explanation of the complaint.

#### **CONTRACTOR'S LIABILITY**

- In the event of the contract being cancelled by the Entity in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Entity any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation, and the Entity shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Entity may suffer or may have suffered.
- The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

#### **EXTENSION OF CONTRACT**

- This contract may be extended on a month-to-month basis for a period not exceeding six (6) months, provided that the procedures for the treatment of irregular expenditure are complied with in terms of the National Treasury regulations and the SCM Policy and delegations.

- Further extension of the contract, authority will be granted by Head of BMA: Entity, subject to the provisions of National Treasury regulations and instruction notes.

#### **DISPUTE RESOLUTION**

- If any dispute arises between the Entity and Contractor, in connection with the specification and deliverables, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

#### **CERTIFICATE OF COMPLIANCE (NCCA) OR BCCCI OR BEECA**

- A valid registration certificate indicating that the Service Provider is registered with the NCCA OR BCCCI OR BEECA must accompany the application document. Note this also applies to subcontracted service providers where applicable.
- Failure to submit the NCCA OR BCCCI OR BEECA Certificate will invalidate the applicants offer and the application will be treated as non-responsive.
- The entity reserves the right to verify the authenticity of the Certificate with the NCCA OR BCCCI OR BEECA.

#### **PERIOD OF CONTRACT**

The period of this Panel is for thirty six (36) months

| <b>SERVICE REQUIREMENTS The successful supplier will be responsible to execute the following:</b>                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The successful bidder must provide cleaners as per the number provided by each port of entry, cleaners must comprise of both females and males.                                                                                                                                                                                             |
| The successful bidder must provide uniform for his or her cleaners. These will include reflective jackets aligned to port of entry requirement e.g. access to airside. Name tags indicating the company name and name of the staff member must be worn . The successful service provider must pay for their own access cards when required. |
| The successful bidder will enter into a contractual agreement with BMA for a period of 36 months( 3 years) from the date of appointment. A service Level Agreement shall be signed with the preferred supplier, upon appointment and acceptance thereof.                                                                                    |
| The quotation must contain hourly, daily and monthly rates of information per cleaner.                                                                                                                                                                                                                                                      |
| The quotation should have budget breakdown which is inclusive of salaries and any other related expense that will be incurred by the contractor for the period of the contract.                                                                                                                                                             |
| The service provider must comply with Sectoral Determination 1 and amendments: Contract Cleaning Sector. Service provider must remunerate his/her employees the minimum wages as prescribed by the legislation in line with the industry wages.                                                                                             |
| Failure to pay the employees the minimum wage as prescribed in the legislation on a monthly basis will lead to the contract to be cancelled with immediate effect.                                                                                                                                                                          |
| The contractor must be able to replace any absenteeism before 08h00 at no additional cost to the Authority.                                                                                                                                                                                                                                 |

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| The service provider whose price is not within gazetted prices will be disqualified.                                                                                                                                                                                     |
| The Entity reserve the right to conduct an inspection to an off-site facility for waste disposal.                                                                                                                                                                        |
| The service is required for eight (08) hours per day per cleaner Monday to Sunday including public holidays when required. Times: from 06h30 to 15h00.                                                                                                                   |
| The contractor must remunerate his/her employees the minimum wages as prescribed by the Department of Labour and pay them on time.                                                                                                                                       |
| The contractor must comply with Occupational Health and Safety Act (OHSA) and Compensation for Occupational Injuries and Diseases Act 130 of 1993(COIDA) (Please attach the certificate issued by the Department of labour) and UIF                                      |
| The service provider to comply with National Environmental Management Waste Act as well as municipal bylaws on sanitary waste disposal for Environmental Conservation and Occupational Health and Safety Act                                                             |
| The contractor must provide his/her employees with Personal Protective Equipment (PPE)                                                                                                                                                                                   |
| The service provider must be an active registered member of the National Contract Cleaners Association(NCCA) or BCCCI or Black Economic Empowerment Cleaners Association(BEECA) and provide a valid certificate.                                                         |
| The contractor must demonstrate relevant cleaning services experience. Submit one contactable reference letter on official letterhead of previous cleaning services work done in the past five years.                                                                    |
| The contractor will be requested to submit certified ID copies and CV's of all proposed staff members cleaning and training requirements. Staff should be trained in first aid, infection control, health and safety aspects relating to the performing of their duties. |
| The contractor's employees shall be legible for security vetting                                                                                                                                                                                                         |
| The contractor's employees must be the citizens of South Africa                                                                                                                                                                                                          |
| The contractor to have a comprehensive cleaning plan for facilities at the port.                                                                                                                                                                                         |
| The service provider will provide cleaning services equipment                                                                                                                                                                                                            |

### Deliverables

| TYPE OF AREA                     | SERVICE LEVEL                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FLOORS – ceramic/porcelain tiles | Sweep with broom                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                  | Mop with clean water and appropriate tile cleaning detergent                                                                                                                                                                                                                                                                                                                                                            |
|                                  | Scrub with appropriate tile stripper and industrial scrubbing machine                                                                                                                                                                                                                                                                                                                                                   |
| Fumigation and Pest Control      | <p>The service provider shall fumigate the offices on quarterly basis with the chemical not harmful to humans. The fumigation shall be conducted during weekend.</p> <p>Supply, install and service disposable rodent traps every month per office.</p> <p>Treat insects/cockroaches with relevant paste or pesticides as and when required.</p> <p>BMA reserves the right to verify chemicals for health purposes.</p> |
| Food service aid                 | Perform preparations for meetings or workshops by setting up drinking water; hot water, tea/coffee in advance before the start of every meeting or workshop. BMA will provide groceries and crockery.                                                                                                                                                                                                                   |

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|                                                           | <p>The boardroom shall be cleaned after every meeting or workshop and replenishment of drinking water, hot water, and tea/coffee.</p> <p>Prepare hot water and wash cups and cutlery for the officials twice a day at 09h00 and 14h00. The Authority will provide urns, flasks, and kettles.</p> |
| FLOORS – carpets                                          | Sweep carpets with carpet broom                                                                                                                                                                                                                                                                  |
|                                                           | Vacuum carpets floors with industrial vacuum cleaner.                                                                                                                                                                                                                                            |
|                                                           | Wash marks on the carpets                                                                                                                                                                                                                                                                        |
| FLOORS-outside pavement                                   | Sweep with broom                                                                                                                                                                                                                                                                                 |
| GLASS DOORS, GLASS WINDOWS, GLASS ARTITIONS               | Clean glass areas with appropriate cleaning detergent and shine them                                                                                                                                                                                                                             |
| COUNTER TOPS CUBICLES                                     | Damp clean and shine counter tops with appropriate cleaning detergent                                                                                                                                                                                                                            |
| DUSTBINS IN CUBICLES                                      | Empty dustbin                                                                                                                                                                                                                                                                                    |
|                                                           | Damp clean the dustbin with appropriate cleaning detergent                                                                                                                                                                                                                                       |
|                                                           | Wash and disinfect dustbin inside and outside with appropriate cleaning detergent                                                                                                                                                                                                                |
|                                                           | Replenish plastic bag inside the dustbin                                                                                                                                                                                                                                                         |
| WALLS, DOORS, DOOR HANDLES, LIGHT SWITCHES, WINDOW FRAMES | Spot clean with a damp cloth with appropriate cleaning detergent and wipe clean it                                                                                                                                                                                                               |
| CLEANING OF OFFICES AND BOARDROOMS                        | Polishing of furniture                                                                                                                                                                                                                                                                           |
|                                                           | Wash and disinfect dustbin inside and outside with appropriate cleaning detergent                                                                                                                                                                                                                |
|                                                           | Emptying of bins                                                                                                                                                                                                                                                                                 |
|                                                           | Replenish plastic bag inside the dustbin                                                                                                                                                                                                                                                         |
| TELEPHONE INSTRUMENTS                                     | Wipe, damp clean telephone instruments                                                                                                                                                                                                                                                           |
|                                                           | Disinfect telephones with appropriate cleaning detergent.                                                                                                                                                                                                                                        |
| MOST TOUCHED AREAS AND EQUIPMENTS                         | <p>Lift buttons</p> <p>Door handles,</p> <p>Disinfects with appropriate disinfectants</p>                                                                                                                                                                                                        |
| FURNITURE                                                 | Dust all and damp clean furniture                                                                                                                                                                                                                                                                |
|                                                           | Dust all surfaces (including cabinets and computers) with damp cloth with appropriate cleaning detergent                                                                                                                                                                                         |

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| KITCHENS – over and above standard cleaning | Wash crockery, cutlery and glassware, microwaves, fridges (no personal crockery, cutlery and glassware, containers such as Tupperware etc should be washed)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                             | Wash and wipe-shine interior and exterior of cupboards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                             | Organize cupboards inside                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                             | Wash dish towels                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                             | Clean and disinfect the sink                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                             | Damp clean the fridge outside and wipe-shine it                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                             | Clean fridge inside with appropriate cleaning detergent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                             | Clean stove and oven with appropriate cleaning detergent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                                             | Clean microwave oven with appropriate cleaning detergent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| STORE ROOMS                                 | Sweep the floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                             | Dust all interior areas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                             | Remove all unwanted items                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                             | Inventory and labelling:<br>Create an inventory of what's in the storeroom.<br>Label shelves, bins and containers.<br>Color-Coded Bins<br>Use different coloured bins to group similar items.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| BATHROOMS/REST ROOMS                        | <p>Close restroom and place signage</p> <p>Dust all ceilings, corners, walls, light fixtures and vents.</p> <p>Pick up trash and debris from floors, remove trash can liner and wipe down trash can with a disinfectant product.</p> <p>Flush and back-flush commodes and urinals</p> <p>Remove debris and urinals screens.</p> <p>Apply a disinfectant solution to the interior and exterior surfaces of all urinals and toilets.</p> <p>Clean and disinfect sinks, faucets, counters, mirrors, dispensers and partitions.</p> <p>Wipe down all surfaces with a clean cloth or paper towel.</p> <p>Replace trash can liner, urinal screens and paper products</p> <p>Sweep and mop floors with a disinfectant solution</p> <p>Remove signage and open rest rooms</p> |

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|                                                      | <p>keep cleaning register/time sheet behind the door</p> <p>Clean SHE bins(sanitary bins) to be placed in ablution facilities on removal of used SHE bins. sanitary bins are to be cleaned and sterilized in an off-site facility provided for by the successful service provider.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| STAFF ACCOMMODATION AND COMMUNAL AREAS               | Clean and disinfect staff communal kitchens, toilets, urinals, showers, bathrooms and passages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| LABORATORY/AUX ROOMS                                 | <p>Dust all surfaces( including cabinets and computers) with damp cloth with appropriate cleaning detergent.</p> <p>Sweep the floor</p> <p>Empty dustbin</p> <p>Damp clean the dustbin with appropriate cleaning detergent .</p> <p>Wash and disinfect dustbin inside and outside with appropriate cleaning detergent</p> <p>Replenish plastic bag inside the dustbin</p> <p>Wash windows</p>                                                                                                                                                                                                                                                                                                                                                                                                                      |
| CLINIC                                               | <p>Lobby/Offices:</p> <p>Dust furniture, desks, chairs and tables</p> <p>Spot clean desktops</p> <p>Clean and sanitize telephones</p> <p>Vacuum waiting room furniture and carpeted floors</p> <p>Wash lobby floors daily</p> <p>Exam rooms:</p> <p>Dust furniture, desk, and cabinets</p> <p>Wipe clean countertops and cabinet faces</p> <p>Empty trash cans</p> <p>Clean fingerprints and smudges on interior glass windows</p> <p>Restrooms:</p> <p>Wash and disinfect fixtures ,sinks, urinals, toilet bowls, and seats.</p> <p>Clean mirrors and faucets</p> <p>Scrub and disinfect floors</p> <p>Refill soap dispensers and paper towels.</p> <p>Break Room/Kitchen:</p> <p>Damp clean and sanitize tabletops, seats and countertops.</p> <p>Empty wastebaskets</p> <p>Clean and sanitize water coolers</p> |
| ISOLATION AND INTERVIEW AREA                         | Clean and disinfect with appropriate disinfectants                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| AREA WHERE AFFECTED SUSPECTED ILL TRAVELLER WAS KEPT | <p>Safety First:</p> <p>Wear appropriate personal protective equipment (PPE), including gloves, mask, and gown.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|                         | <p>Ensure proper ventilation in the area.</p> <p>Remove Contaminated Items:</p> <p>Dispose of any disposable items (tissues, masks, etc.) in a sealed bag.</p> <p>Remove linens, towels, and bedding for laundering or disposal.</p> <p>Surface Cleaning:</p> <p>Clean all surfaces with an appropriate disinfectant. Focus on high-touch areas like doorknobs, light switches, and countertops.</p> <p>Use disposable wipes or cloths that can be discarded afterward.</p> <p>Floor Cleaning:</p> <p>Mop the floor with a disinfectant solution.</p> <p>Pay attention to corners and edges.</p> <p>Waste Disposal:</p> <p>Double-bag all waste (including PPE) and label it as contaminated.</p> <p>Follow local guidelines for disposal.</p> <p>Ventilation:</p> <p>Open windows and doors to allow fresh air circulation.</p>                                                               |
| STATIC THERMAL SCANNERS | <p>Turn Off and Unplug:</p> <p>Turn off the thermal scanner and unplug it if applicable.</p> <p>Use a Cleaning Solution:</p> <p>Spray the cleaning solution onto a microfiber cloth (not directly onto the scanner).</p> <p>Wipe Gently:</p> <p>Gently wipe the scanner's surface, including the lens and any touchscreens.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| WORKSTATIONS            | Clean and disinfect                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| VERANDAHS/ENTRANCES     | Sweep and Tidy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| WASTE DISPOSAL          | Waste disposal to the nearest authorized dumping site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| DEEP CLEANING           | <p>Ablution Facilities (Floor, Walls and Doors):</p> <p>Properly clean all surface with approved disinfectant-walls, doors, door handles, light switches and mirrors.</p> <p>Clean and disinfect all wash basins, urinals and toilet bowls</p> <p>Clean and wash dustbins with disinfectant(in and outside)</p> <p>Toilets:</p> <p>Descale and remove algae, bacteria and uric encrustations from all areas.</p> <p>Clean and disinfect both internal and external surfaces(clean entire unit)</p> <p>Urinals:</p> <p>Descale and remove algae, bacteria and uric acid encrustation from the unit or fitment</p> <p>Remove drain traps where possible and clean/disinfect and clear way all waste surrounding inside the trap</p> <p>Clean and disinfect both internal and external surfaces of the unit</p> <p>Wash Basins:</p> <p>Remove all scale deposit and algae/fungi from surfaces</p> |

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|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | Clean and disinfect both internal and external surfaces or fixtures<br>Clear overflows and waste pipes of accumulated waste deposits<br>Clean and disinfect all taps, plugs, chains, outlets, channels and gullies including the showers        |
| SANITARY BINS | Sanitary bins to be cleaned off-site<br>Take out waste and dispose of in terms of prescribed health and safety requirements<br>Wash and disinfect bins inside and outside<br>Spray with approved antiseptic spray<br>Replace waste plastic bags |

THE SERVICE PROVIDER SHALL PROVIDE ALL CLEANING EQUIPMENT (BUT NOT LIMITED TOO):

20l Bucket& wringer  
Wet & Dry Vacuum cleaner  
Plastic long handle scoop with broom  
Large Floor Mop, 360 Rotating Head  
Feather dust long and short  
Window Cleaning Squeegee short and extendable handle

### EXPECTED OUTCOMES AND DELIVERABLES

The project will be implemented as follows:

- The contractor will be responsible for ensuring that their service meet the quality standards of Border Management Authority.
- The contractor will be responsible for ensuring cleanliness of all BMA offices.
- The contractor should have strong project management skills to ensure that the project stays on schedule, meets quality standards, and stays within budget.
- The contractor should have a customer-focused approach when attending to our project.
- The Border Management Authority reserves the right to conduct a security check or clearance on any or all prospective service providers.

### LOGISTICS REQUIREMENTS

Travelling and accommodation costs for the service providers and/or staff (if necessary) during the project will be the expense of the service provide

### CONFIDENTIALITY OF INFORMATION

All information shared during this bidding process and implementation of this project should the service provider be appointed, remains the property of BMA, and should be kept with the highest confidentiality and cannot be used or shared for any other purpose.

### QUALIFICATION AND EXPERIENCE OF SUPERVISOR INCLUDING CAPACITY

- The team supervisor must have a minimum of grade twelve (12) certificate and NQF level 5.
- A higher qualification (NQF level 6) and supervisory certificates will be added as an advantage.
- The team supervisor must have a minimum of three (3) years supervisory experience in cleaning services industry.

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- The service provider must provide a comprehensive CV of the team leader/supervisor indicating relevant experience and a certified copy of the qualifications.

### INVENTORY CONTROL

The service provider shall provide lists as follows.

- Indicate and quantify all consumables as and when required, to be supplied per month.
- Indicate and quantify all equipment required for the project.
- Indicate the fumigation chemical not harmful to humans.
- Indicate and quantify type of rodent control plan.
- Indicate and quantify all required dispensers.
- The service provider shall provide a bathroom and cleaning services checklists.
- All the required supplies indicated above must be of South African Bureau of Standard (SABS) and BMA reserve the right to verify the supplies.

### REMUNERATION

- The service provider will be remunerated in South African Rands, on a fixed price (Inclusive of VAT) for the service rendered.
- Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- Payment will be against the key deliverables as set out in the scope and deliverables, provided professional-level quality standards have been met.
- Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.
- Disbursements must not exceed 10% of the total amount paid to the service provider and will be paid only if original receipts are provided against a list of expenses that are agreed in advance of the costs being incurred.

### THE BORDER MANAGEMENT AUTHORITY'S MANAGEMENT OF THE SERVICE PROVIDER

- The successful service provider will be reporting to BMA through the project coordinator.
- The service provider will be required to sign a Non-Disclosure Agreement, which agreement will remain in force after the termination of the Service Level Agreement.
- The service provider will further be required to sign a confidentiality agreement.
- Invoice must be accompanied by signed job card/delivery note and time sheets.

### RULES OF BIDDING, RFP SUBMISSION REQUIREMENTS AND EVALUATION RULES OF BIDDING

- The Border Management Authority reserves to itself the right to only appoint and enter into a contractual agreement with one entity or multiple entities for the services required, which entity or entities could be an independent contractor or independent contractors or a company or companies. The appointed entity or entities will be held fully accountable for the delivery against the full terms of the contractual agreement with the BMA.

- The Border Management Authority reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the contract between the BMA and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee quoted by the service provider for the appropriate phase of the project during which appointment was terminated.
- The person or persons proposed for professional work shall remain on the team unless permission is granted by the Border Management Authority to change the individual or individuals. Such permission will only be granted in exceptional circumstances.
- No data derived from the provision of the services under the contract may be used for any purposes except were authorized in writing to do so.
- The costs of preparing proposals and negotiating the contract shall be borne by the service provider and such costs are not reimbursable.
- The Border Management Authority is not bound to accept any of the proposals submitted and reserved the right to negotiate price(s) with the preferred service provider. The service provider may request clarification on these Terms of Reference only during the advertised period. The Border Management Authority will not accept any late submissions.
- All proposals must be submitted to BMA through e-mail before 11h00. Late proposals will not be accepted.

#### OTHER REQUIREMENTS

- The service provider must be able to commence immediately with the contract after the award has been confirmed and service level agreement signed.
- Clearance certificate for all cleaners from South Africa Police Services Security clearance.
- The service provider must pay his/her employees at least a minimum monthly basic wage, as prescribed by Department of Labour.
- The service provider must be able to demonstrate that his or her company or business entity is compliant with the necessary statutory requirements, e.g. Employment Equity Act.
- All staff members assigned to the project including management shall be subjected to a security clearance. The results of the security clearance will be filed on site and available for review after every three months.

#### CLEANING PERSONNEL

- It is the responsibility of the service provider to ensure that the cleaning personnel in his/her service and especially those deployed for the rendering of this service, always meet the following requirements:
- Practice good hygiene
- Cleaners must be able to communicate, read and write in English.
- Cleaners may not be younger than 18 years of age.
- Cleaners must have a good grounding in their post descriptions and duties.

#### SUPERVISORS AND CLEANING PERSONNEL

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- All cleaning personnel must, always, present a dedicated attitude/approach to their work, which attitude/approach shall imply, inter alia, that there shall not be unnecessary arguments with visitors/staff or discourteous behaviour towards visitors/staff.
- All cleaning personnel must be physically healthy and medically fit for the execution of their duties.
- All cleaning staff must sign an undertaking in declaration to refrain from any act which might be to the detriment to the Border Management Authority image.
- Cleaning personnel is prohibited from reading documents or records in offices or unnecessary handling thereof.
- No information concerning Entity activities may be furnished to the public or news media by the contractor and his/her employees.
- The cleaning personnel of the service provider must possess security clearance of a minimum of confidential level issued by an institution recognized in Government.

### UNIFORMS

- The service provider undertakes to ensure that each member of his/her cleaning personnel will always, when on duty, be fully equipped in respect of:
- A uniform (corporate clothing) neat and clearly identifiable, which will include matching raincoats and overcoats.
- A clear identification card with the member's photo, always worn conspicuously on his/her person room.
- All registers and time sheets required for this project shall be on the service provider's cost.

### ROSTER OF DUTY

Purpose:

- The purpose of the roster/duty list will be to serve as proof, at all reasonable times that all personnel should be on duty per shift, are indeed on duty. Drawing up a roster/duty list: daily, weekly, or monthly roster of all cleaning personnel on duty must be drawn up by the contractor and kept in the port commander's office where such service is rendered.
- Any change to the roster shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

### TIME SHEET

Purpose:

- The purpose of a time sheet is to ensure that all cleaning personnel on duty are familiar with the duties as required for the contract. The contractor must have available at the site a comprehensive time sheet per each ablution facilities.
- The time sheets will be checked by the Supervisor from time to time as part of quality checks.

### LOST ARTICLES

Lost articles or articles found at the site and for which ownership cannot be Established must be handed in to the Border Management Authority Port Commander or Facilities manager.

### DAMAGES TO THE STATE PROPERTY AND ASSETS (AND STOLEN ASSETS)

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- The staff of the contracted cleaning services company must be able to follow the basic procedures immediately when damage or loss to the state property or assets is detected.
- The supervisors must have the ability to investigate and furnish the respective report (i.e. incident report) to the Entity.
- Such detected damage or loss to property or assets including the stolen assets must be reported to the Border Management Authority Port Commander immediately.
- The service provider will be held liable for any damage or loss suffered by the Border Management Authority, because of the service provider's own or his/her employees' negligence or deliberate intent.

### AUDITING OF SERVICE

- Audit of service shall be done by the service provider on at least a monthly basis whereby the service provider will complete the monthly inspection form, for testing the quality of services and such form to be attached to the monthly report, which will be submitted to the Port Commander.
- The Border Management Authority reserves the right to check the service rendered by the contractor at any time, to ensure that the services are rendered in accordance with the conditions of the contract.
- The Border Management Authority reserves the right to require from the service provider that any of his/her employees be replaced, in which case the employee must leave the site forthwith. the Border Management Authority will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.
- The Entity representative will have the right to check daily whether sufficient personnel are available at the site in terms of the conditions of Service Level Agreement.
- All personnel shortages must be noted down in the occurrence book. Should security officer/s not be present at work a replacement is required within 2 hours of the commencement of that shift. If a replacement is not viable the number of absentees shall be deducted from the monthly invoice.

### INDEMNITY

- The Border Management Authority is indemnified against liability, compensation, or legal expenses in respect of the following cases:
- Loss of life or injuries which may be sustained by the cleaning personnel during the execution of their duties.
- Damage to or destruction of any equipment or property of the service provider during the execution of their duties.
- Any claims and legal costs which may ensue from the failure by, or acts committed by the cleaning personnel against third persons.
- The service provider shall be notified in writing the Border Management Authority of the particulars of each claim he is liable for, take out sufficient insurance against any claims, costs, loss and/or damage ensuring from his/her obligations and shall ensure that such insurance remains operative for the duration of this agreement.
- A copy of such insurance contract shall be handed to the Entity representative on commencement of the service.

### PRO RATA DECREASE OF PAYMENT

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- If, at any time, the service is not rendered in accordance with the conditions of contract or the specification, e.g. insufficient cleaning personnel provided or the Border Management Authority is not satisfied that the service was of satisfactory standard, therefore led to any loss to the Border Management Authority, the Border Management Authority reserves the right to claim payment from the service provider for such loss.
- Similarly, no departure from or breach of, failure to comply with any of the conditions, shall be deemed to be a condonation, waiving or ratification of such departure, breach of failure to comply, unless such condonation, waiving or non-fulfilment has been agreed to in writing, through the Border Management Authority.

### AMENDMENT AND/OR TERMINATION OF SERVICE

- Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent through the Border Management Authority.
- Should the service provider alienate his rights and liabilities in terms of this contract, the service provider must notify the Border Management Authority immediately in writing so that the necessary steps for the cession of the contract can be taken.

### DELIVERY PERIOD

List of cleaning personnel to be employed must be provided within 30 days after being awarded the contract.

List of ports of entry and head office that will require above cleaning, waste management and fumigation services:

| BORDER MANAGEMENT FOUR REGIONS AND HEAD OFFICE |                 |            |                       |
|------------------------------------------------|-----------------|------------|-----------------------|
| REGION: NORTHERN REGION                        |                 |            |                       |
| NO.                                            | PORT NAME       | PROVINCE   | NEAREST TOWN          |
| 1                                              | Beitbridge      | Limpopo    | Musina                |
| 2                                              | Pafuri          | Limpopo    | Malamulele/Phalaborwa |
| 3                                              | Giriyondo       | Limpopo    | Phalaborwa            |
| 4                                              | Zanzibar        | Limpopo    | Alldays               |
| 5                                              | Platjan         | Limpopo    | Alldays               |
| 6                                              | Groblersbridge  | Limpopo    | Lephalale             |
| 7                                              | Stockpoort      | Limpopo    | Lephalale             |
| 8                                              | Pontdrift       | Limpopo    | Alldays               |
| 9                                              | Gateway Airport | Limpopo    | Polokwane             |
| 10                                             | Kopfontein      | North West | Zeerust               |
| 11                                             | Derdepoort      | North West | Zeerust               |
| 12                                             | Skilpadshek     | North West | Zeerust               |
| 13                                             | Swartkopfontein | North West | Zeerust               |
| 14                                             | Makopong        | North West | Tosca                 |
| 15                                             | Bray            | North West | Tosca                 |
| 16                                             | Ramatlabama     | North West | Mahikeng              |

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| 17                     | Makgobistad                                                                  | North West | Mahikeng      |
|------------------------|------------------------------------------------------------------------------|------------|---------------|
| 18                     | Tshidilamolomo Community Crossing                                            | North West | Mahikeng      |
| 19                     | Pilanesburg                                                                  | North West | Sun City      |
| REGION: EASTERN REGION |                                                                              |            |               |
| NO.                    | PORT NAME                                                                    | PROVINCE   | NEAREST TOWN  |
| 1                      | Lebombo                                                                      | Mpumalanga | Komartipoort  |
| 2                      | Mananga                                                                      | Mpumalanga | Komartipoort  |
| 3                      | Jeppe's Reef                                                                 | Mpumalanga | Malelane      |
| 4                      | Josefsdal                                                                    | Mpumalanga | Mbombela      |
| 5                      | Oshoek                                                                       | Mpumalanga | Ermelo        |
| 6                      | Waverley                                                                     | Mpumalanga | Ermelo        |
| 7                      | Nerston                                                                      | Mpumalanga | Amsterdam     |
| 8                      | Emahlathini                                                                  | Mpumalanga | Piet Retief   |
| 9                      | Bothashoop                                                                   | Mpumalanga | Piet Retief   |
| 10                     | Mahamba                                                                      | Mpumalanga | Piet Retief   |
| 11                     | Kruger Mpumalanga Airport                                                    | Mpumalanga | Mbombela      |
| 12                     | Durban Harbour                                                               | KZN        | Durban        |
| 13                     | Richards Bay Harbour                                                         | KZN        | Richards Bay  |
| 14                     | King Shaka Airport                                                           | KZN        | Durban        |
| 15                     | Sani pass                                                                    | KZN        | Underberg     |
| 16                     | Boesmans Nek                                                                 | KZN        | Underberg     |
| 17                     | Kosi Bay                                                                     | KZN        | Manguzi       |
| 18                     | Onverwacht                                                                   | KZN        | Pongola       |
| 19                     | Golela                                                                       | KZN        | Pongola       |
| REGION: CENTRAL REGION |                                                                              |            |               |
| NO.                    | PORT NAME                                                                    | PROVINCE   | NEAREST TOWN  |
| 1                      | OR Tambo Airport (Airport terminals, Quarantine, Cargo, Agent building & K9) | Gauteng    | Kempton Park  |
| 2                      | Lanseria Airport                                                             | Gauteng    | Lanseria      |
| 3                      | Waterkloof Airforce Base                                                     | Gauteng    | Centurion     |
| 4                      | City Deep                                                                    | Gauteng    | Johannesburg  |
| 5                      | Maseru Bridge                                                                | Free State | Ladybrand     |
| 6                      | Makhaleng Bridge                                                             | Free State | Zastron       |
| 7                      | Sepapushek                                                                   | Free State | Zastron       |
| 8                      | Vanrooyenshek                                                                | Free State | Wepener       |
| 9                      | Peka Bridge                                                                  | Free State | Cloclan       |
| 10                     | Ficksburg Bridge                                                             | Free State | Ficksburg     |
| 11                     | Caledonspoor                                                                 | Free State | Fouriesburg   |
| 12                     | Monontsha pass                                                               | Free State | Puthadithjaba |
| 13                     | Braamfischer Airport                                                         | Free State | Bloemfontein  |

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| 14                      | BMA HEAD OFFICE        | Gauteng       | PRETORIA     |
|-------------------------|------------------------|---------------|--------------|
| REGION: SOUTHERN REGION |                        |               |              |
| NO.                     | PORT NAME              | PROVINCE      | NEAREST TOWN |
| 1                       | Cape Town Harbour      | Western Cape  | Cape Town    |
| 2                       | Saldanha Bay           | Western Cape  | Saldanha Bay |
| 3                       | Cape Town Airport      | Western Cape  | Cape Town    |
| 4                       | Mossel Bay             | Western Cape  | Mossel Bay   |
| 5                       | Port Elizabeth Harbour | Eastern Cape  | Gqeberha     |
| 6                       | Port of Ngqura         | Eastern Cape  | Gqeberha     |
| 7                       | Port Elizabeth Airport | Eastern Cape  | Gqeberha     |
| 8                       | East London Harbour    | Eastern Cape  | East London  |
| 9                       | Qachas Nek             | Eastern Cape  | Matatiele    |
| 10                      | Ramatsiliso            | Eastern Cape  | Matatiele    |
| 11                      | Ongeluksnek            | Eastern Cape  | Matatiele    |
| 12                      | Tele Bridge            | Eastern Cape  | Sterkspruit  |
| 13                      | Sendilingsdrift        | Northern Cape | Port Nolloth |
| 14                      | Alexander Bay          | Northern Cape | Port Nolloth |
| 15                      | Vioolsdrift            | Northern Cape | Springbok    |
| 16                      | Onseepkans             | Northern Cape | Poffader     |
| 17                      | Upington Airport       | Northern Cape | Upington     |
| 18                      | Nakop                  | Northern Cape | Upington     |
| 19                      | Rietfontein            | Northern Cape | Upington     |
| 20                      | Gemsbok                | Northern Cape | Upington     |
| 21                      | Tweerevieren           | Northern Cape | Upington     |
| 22                      | Mc Carthysrust         | Northern Cape | Kuruman      |
| 23                      | Middelputs             | Northern Cape | Kuruman      |