



**National
Research
Foundation**

INVITATION TO BID

BID DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE CLEANING SERVICES FOR A PERIOD OF FIVE YEARS AT THE NATIONAL RESEARCH FOUNDATION PREMISES IN BRUMMERIA, PRETORIA

Bidder Name:		
Number:	NRF/RISA B&M 11/2022-23	
Closing Date	30 June 2022	
Closing Time:	11:00 am	
Compulsory Briefing Session:	15 June 2022	
Venue:	Albert Luthuli Auditorium	
Time:	10:00 am (<i>Attendance Confirmation from 09:30 am, only vaccinated bidders will be permitted to enter the premises, Covid-19 vaccine certificate will be required at the entrance</i>)	
Address:	Meiring Naude Road, CSIR South gate, Brummeria, Pretoria	
Contact Person:	Pamela Ndadana at PPL.Ndadana@risa.nrf.ac.za	
Electronic Bid Submission	Size of the email (document): 20MB	
Email Address	bids@nrf.ac.za	
Bids Naming	Split documents into: 1. Technical Proposal 2. Pricing Schedule	
Enquiries are directed in writing to:		
Section	Supply Chain Management	Project Manager
Contact person	Pamela Ndadana	Petie Roos
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INTRODUCTION

INTRODUCTION TO THE NRF

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

BACKGROUND TO RISA

The Research Innovation Support and Advancement (RISA) is a business unit of the National Research Foundation (NRF). RISA is a multi-disciplinary organisation which promotes and support research through funding, human resources development and provision of necessary facilities to facilitate the creation of knowledge, innovation, and development in all fields of research, including indigenous knowledge, and thereby to contribute to the improvement of the quality of life of all the people of the republic and Southern Africa. Further information about RISA can be found on www.nrf.ac.za

THE NEED FOR THIS PROCUREMENT WITHIN RISA

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

The NRF’s building comprises of two wings. The west wing consists of four floors and includes offices, a registry, digitisation centre, meeting rooms, an auditorium, dining areas and kitchens. The east wing is linked to the west wing and consists of three floors, a basement parking area, offices, meeting rooms, boardroom, an auditorium, dining areas and kitchens.

THE REQUIREMENTS OF THIS BID

The NRF is seeking the services of a cleaning contractor with the required skills and experience in the area of cleaning and also sensitive to the needs of the organisation, to provide cleaning services on daily basis (during five working days Mondays – Fridays excluding public holidays) for a period of five years.

These two wings of the building need to be kept clean at all times. The cleaning contractor must undertake all specific routine cleaning activities as per agreed timelines as well as deal with any incidental cleaning requirements that may arise from time to time.

PART A – BID REQUIREMENTS

EQUIPMENT AND/OR SERVICES REQUIREMENT SPECIFICATIONS

- **DESCRIPTION OF SERVICES**

The total area of the floor space to be cleaned for NRF's Old Building and NRF's New Building is approximately 13 000 square metres which consists of the following areas:

1.1 AREA TO BE SERVICED

NRF BUILDING			
West Wing Old Building	Quantity	East Wing New Building	Quantity
Lower Ground		Ground Floor	
Meeting Rooms	7	Auditorium: 209 Seats	1
Passages	2	Dining Area	1
Dining Room	1	Reception Area	1
Ablutions Facilities Atrium Area (Male and Female)	2	Ablutions Facilities Auditorium Area (Male, Female and disabled)	6
Ablutions Facilities Dinning Area Disabled (Male and Female)	1	Stationery Store	1
Ablutions Facilities Dinning Area (Male and Female)	2	Meeting Room	1
Showers: Male and Female	2	Satellite Kitchens	1
Garden Courtyard		Passages	2
Offices	2	Offices	9
Ground Floor		Server Room Storeroom	1
Auditorium: 60 seats	1	Server Room	1
Dining Area	1	Archives repository	1
Passages	3	Print Room	1
Welcome Centre	1	Stoop Area Outside Reception	1
Satellite Kitchens	2	First Floor	
Disabled Restroom	1	Boardroom: 36 seats	1
Ablution Facilities: Male and Female	2	Boardroom Dining Area	1
Medical Clinic	1	Boardroom Kitchen	1
Sick Room	1	Passages	1
Offices	30	Outside Walkway	1
First Floor		Satellite Kitchens	2
Boardroom: 26 Seats	1	Meeting Room	1

Meeting Rooms	2	Ablutions Facilities Auditorium Area (Male, Female and disabled)	6
Dining Room	1	Offices	18
Passages	3	Second Floor	
Open Plan Area: Grants Management Systems and Administration	1	Passages	1
Satellite Kitchens	3	Ablutions Facilities Auditorium Area (Male, Female and disabled)	3
Ablution Facilities: Male and Female	2	Satellite Kitchens	1
Offices	30	Meeting Room	1
Second Floor		Offices	24
Passages	2	Basement With 47 Parking Bays	
Satellite Kitchens	2		
Ablution Facilities: Male and Female	2		
Offices	22		
Third Floor			
Offices	16		
Passages	1		
Satellite Kitchens	1		
Ablution Facilities: Male and Female	2		
Outside Area			
Guard House	1		
Ablution Facilities: Gardeners Garden Furniture	1		
Rubbish Bins and Waste Disposal Areas	1		
Roof Area above Dinning Area	1		
Stoop Areas in front of meeting Rooms	2		
Smoking area	1		

1.2 LIST OF CLEANING ACTIVITIES WHICH MUST BE DONE AND INTERVALS SPECIFIED

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

Reception Area and Entrance Lobby:

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

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

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

Satellite Kitchens, Staff Canteen and Smoking Areas

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

Basement Parking Area

- Daily: Dust control; push sweeper machine.
- Weekly: Clean the basement with the scrubbing machine.

Male and Female Ablution Facilities (all floors), Ablution facilities in the atrium area, Guard House, and Outside Ablutions Facilities

- Twice per day: Clean and sanitise all bowls, basins, urinals, vanity slabs and showers in all ablution areas.; replenish consumables (i.e., toilet paper and hand towel as provided by the NRF); wash both sides of toilet seats and empty; clean all waste receptacles.
- Daily: Wash/damp-mop and maintain floor according to type; spot clean doors, walls, basins; damp mop floor with disinfectant; clean all mirrors and metal fittings; dust/spot clean horizontal/vertical accessible surfaces; empty and clean waste receptacles.
- Weekly: Wash all walls and doors of cubicles; wash walls and doors of bathrooms; dust and wash tops of doors and cubicle walls; dust blinds and light fittings.
- Quarterly: Scrub/Strip tiled floors.

Rubbish and Waste Disposal Areas

- Daily: Place rubbish in dustbins and close dust bins and spot clean areas around bins to avoid rodents/pests.
- Twice per Week: Clean dust bins with hosepipe and disinfectant chemicals; hose down dust in bin area and disinfect/sanitise area.
- Four (4) times per day and as regularly required: Spot cleaning and dusting all doors; remove all rubbish and superfluous material that accumulate.

Glass Partitioning/Windows

- Four (4) times per day and as regularly required: Spot clean glass partitions; dust mirrors/certificates; spot clean and dust glass panels.
- Four (4) times per day and as regularly required: Spot clean and dust all doors; wash walls, doors, and windows; do low and high-level dusting.

Outside Tiled Walkways (Including Stairwells)

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

Window Cleaning (Interior and Exterior)

- Three times per annum: clean exterior and interior windows of the NRF as scheduled.

Carpet Cleaning

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

1.3 OPERATIONAL/ WORK SCHEDULE INDICATING THE MINIMUM REQUIREMENTS

NB.: Bidders are requested to also submit an Implementation Plan indicating how they are going to meet the NRF's requirements

Scope of Work	No. of Times per Day	No. of Times per Week	Other Intervals
Bathrooms/toilets, urinals, and basins			
Dust control and wet clean all floors	1		
Disinfect all toilet bowls, seats, basins, and urinals	1		
Clean underneath basins, urinals and back of toilets	1		
Clean toilet seat top and bottom	1		
Damp wipe door, door frames and top of doors.	1		
Remove any marks on doors	4 and as regularly as required		
Dust, damp wipe all cubical walls as well as on top	1		
Spot clean all walls / wall tiles and remove any marks	4 and as regularly as required		
Clean basin and tops	1		
Clean all mirrors make sure it is free of marks or prints	1		
Ensure usability and replenish consumables	3		
Offices and working areas			
Vacuum carpets in offices and passages		1	
Dusting of furniture, skirting's, ledges in all offices		1	
Spot clean all walls and remove any marks	4 and as regularly as required		
Cleaning of desks		1	
Polish desks - natural		1	
Polish desks – Sealed, glass, formic, laminated		1	

and other items that need to be polished			
Disinfecting and cleaning of telephone sets	1		
Emptying of waste bins and removal to waste area	1		
Clean accessible light fittings		1	
Clean light switches	1		
Clean door frames, fire equipment and signs		1	
Reception, passages and lift lobbies			
Tiled flooring dust control	1		
Damp mop / spot clean for soilage	1		
Dust / wiping of couches in waiting areas	1		
Wiping of tables	1		
Cleaning entrance glass door and frames	1		
Spot clean	4 and as regularly as required		
Glass and windows			
Clean all accessible interior windows	1		
Clean all accessible exterior windows			Quarterly
External hi access windows stairwell structure			Annually
Cleaning of all internal and external windows			Three times per annum
Cleaning of guard house windows		1	
Outside Tiled walkways			
Tiled flooring dust control	1		
Damp mop / spot cleaning for soilage	1		
Automatic Scrubbing			Quarterly- over the weekend
Floor tiles inside the building			
Tiled flooring dust control	1		
Damp mop / spot cleaning for spillages	4 and as regularly as required		
Automatic Scrubbing			Quarterly - over the weekend
Spot clean	4 and as regularly as		

	required		
Carpets in offices			
Wash and cleaned with dry powder			Annually - over weekends
Spot clean	4 and as regularly as required		
Carpets in meeting rooms, auditoriums, and Board rooms			
Wash and cleaned with dry powder			Two times per annum- over the weekends
Spot clean	4 and as regularly as required		
Basement Parking			
Dust control	1		
Automatic Scrubbing		Over the weekends	
Outside Waste Bin Area			
Disinfecting and cleaning		2	

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

1.4 MATERIALS, EQUIPMENT AND WORKS REQUIRED

1.4.1 Cleaning Materials

- The bidder shall be responsible for provision of all chemicals and consumables required to render an efficient service to NRF. The NRF reserves the right to approve or not approve of these chemicals for health hazards reasons.
- The bidder must submit the specifications and Material Safety Data sheets of all consumables and chemicals upon appointment and thereafter annually. The manufacturer's instructions regarding the use of all cleaning materials and chemicals must be strictly followed.
- Upon appointment, the bidders must supply a list of SABS approved products, which they intend using, supported by specimen labels, indicating:
 - Trade Name
 - Generic Name
 - Registration Number

- Ingredients (type and content) as shown on the label
- Application rates
- Approval for the use of alternative chemicals and consumables to those contracted.
- The bidder must not use or store any poisonous or highly flammable materials on the premises without the approval of the NRF, for the rendering of this service or for other purpose.
- The successful bidder will supply all cleaning materials, chemicals, hand soap and dishwashing liquids for daily usage NRF staff head count 275. For these reasons, an indicative schedule showing the minimum quantities and nature of material expected to be used must be provided in the bidder's proposal.
- The cleaning materials must meet the following minimum characteristics and standards:
- The service provider will all times use good quality materials which are in accordance with SABS specifications.
- The undiluted products shall not be hazardous to humans, toxic, corrosive to the skin or eyes and shall not contain substances that contributes to poor indoor air quality
- The product must be a concentrate, absorbent compound and with proper labelling.
- A chemical Chart of products to be used in cleaning by the bidder must be provided indicating the following:
 - Product description
 - Product application
 - Environmental impact
 - Product safety

1.4.2 Exclusions

- Air fresheners and sanitary bins are supplied and serviced by an external contractor and are not part of this tender.

1.5 CLEANING EQUIPMENT AND MACHINES

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

- Standard: All products shall be 'fit' for the purpose.
- In the case of electrically operated equipment, products shall comply with the following applicable SABS standards:
 - *Vacuum Cleaners and Water Suction Cleaning Appliances*: SABS IEC 335-2-2
 - *Floor Treatment and Wet Scrubbing Machine*: SABS IEC 335-2-10
 - *General Purpose Cleaning Appliances*: SABS IEC 335-2-54

- *Wet and Dry Vacuum Cleaners* including power brush for industrial and commercial use: SABS IECC 335-2-67
- *Spray Extraction Appliances* for industrial and commercial use: SABS IEC 335-2-68
- *Automatic walk behind scrubbing machine*
- The NRF will not be held liable for any damage to equipment and machines used on the premises of the NRF building. The list below, is an indication of the cleaning equipment required:

Description of equipment, materials and equipment which will be needed			
Vacuum cleaners (low noise vacuum machine to be used)	Automatic walk behind scrubbing machine for basement use only	Cleaning and dusting cloths	Safety robs/harnesses and equipment to clean windows/high areas
Carpet cleaning machines	Dry powder for carpet cleaning	Protective and safety clothing	Toilet brushes
Buff machines	Floor cloths	Rubber gloves	Trolley bags
Mops/brooms	Hose brooms	Scrubbing and buffing pads	Vacuum bags
Cleaning chemicals	Masks	Signage (including warning signs)	All danger signage
Nylon brooms	Janitor workstations	Ladder six steps	Electrical extension cords
Push sweeper machine	Disc polishing machine monodisc LS	Wet floors signs - floor	30m & 60m garden hose pipe
Window cleaning kits	Disc scrubbing machines		

1.6 CLEANERS WORKING TIMES

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

- Working hours for cleaners: 07:00-16:00 (Monday to Friday)
- Tea times: 10:00-10:15 and 14:45-15:00
- Lunch break: 30 minutes from 13:00 to 13:30
- The office hours of the NRF: Weekdays 08:00-16:30

Except for work which will be done during weekend 08:00-13:00

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

completed in accordance with specifications and activities are properly supervised.

1.7 CLEANING PERSONNEL

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

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

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

The NRF supports worldwide efforts to vaccinate against Covid-19 and only persons who have been fully vaccinated may enter the premises. Accordingly, all cleaners and supervisors and other representatives of the successful bidder must provide proof of vaccination before being allowed on the premises. From time to time, in response to a special event or activity, after hours cleaning services may be required from the service provider. In such instances, the agreed rate for this afterhours cleaning support to be indicated on the pricing schedules as an hourly rate. These after-hours services must be approved in writing by the designated NRF contract manager.

The bidder must provide an adequate number of cleaners and supervisors each day to support the total number of areas to be cleaned and serviced, as indicated from their compulsory site inspection.

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

Cleaner CV:

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

Cleaner Supervisor CV:

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

Area Manager CV:

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

1.8 CLEANING WORKSTATIONS

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

1.9 SECURITY

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

1.10 USE OF NRF PREMISES

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

1.11 INSURANCE

- **Unemployment Insurance Fund and Worker's Compensation Fund:** The bidder must be registered with the Unemployment Insurance Fund and Workers Compensation Fund.
- **Provident Fund:** It is also expected that the bidder shall register his/her employees in accordance with (CCNPF) Contract Cleaning National Provident Fund which was established and registered with the Financial Services of the Pension Fund Act, no 25 of 1995, amended. This fund is now regulated by a set registered rule and administered by the NBC Holdings. In terms of the rules of the Fund, read with Sectoral Determination, no employer who commences business in the industry may establish or belong to retirement fund other than CCNPF unless such employer would have applied in writing to and have been granted an Exemption Certificate by the Board of Trustees of the CCNPF.
- **Public liability:** The successful bidder shall on its own cost maintain public liability insurance of at least R2m for its own personnel against accidents, injury, or death. Proof of public liability insurance must be submitted with the bid on the closing date.

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

1.12 NATIONAL CONTRACT CLEANERS' ASSOCIATION

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

1.13 HEALTH AND SAFETY

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

- When windows are cleaned safety belts/harnesses and personal protective gear must be used with anchor ropes provided by the contractor.
- All cleaners will wear protective clothing in or outside the building. This applies to any temporary worker as well. Protective or safety clothing includes (but not limited) to the following:
 - Safety shoes
 - Overall
 - Gloves
 - Safety Glasses/Googles
 - Dust Masks
- All equipment must be in good & sound working order and the filters vacuum cleaners to be changed on regular intervals. Low noise vacuum must be used.
- All small chemical bottles that are used by the cleaners should be clearly marked to indicate & identify the chemicals contained in the bottles (No cold drinks bottles will be Allowed).
- Different colours cloth must be applied for different uses and different areas, i.e. cleaning toilet bowls, wiping tables and cleaning kitchen floors.
- Procedures shall be followed in the event of spillages, leakages, or any other emergency i.e. chemical spills will be cleaned up immediately as appropriate. After cleaning, mops should be placed at a discreet area out of the eyesight of visitor.

Hazardous chemicals compliance: The amended Occupational Health and Safety No 85 of 1993, the Compensation for Occupational Injuries and Diseases Act and Environmental Acts must be followed to ensure that chemicals used Environmental Acts must be followed to ensure that chemicals used by cleaning companies are safe and without risk to both to healthy and property. This also applies to procedures for the procurement, storage, handling, and transport of such chemicals.

The bidder must be registered in terms of Section 26 of the Unemployment Insurance Act (UIF) 1996 and in terms of Compensation for Occupational Injuries and Diseases Act (COIDA) 1993 with the Department of Labour.

- **Occupational Safety and Health:** The bidder must at all times comply with the provisions of the Occupational Safety and Health Act, 1993 with regards to the safety and maintenance of equipment used.
- **Covid-19 Protocol:** Office furniture should be wiped daily after an alert of an infected personnel.

1.14 MINIMUM WAGES

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

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

1.15 CONTRACTOR'S PROFILE

- Contractor is required to provide a profile of their organisation for evaluation of their capacity to deliver the service required, i.e. providing details with regard to equipment, human & operational resources, and details of contracts/ agreements that they hold minimum of 5 years' experience in cleaning and hygiene services.
- The bidder is required to provide three (3) written contactable references from previous and present customers/ clients which are dated, signed, have the company logo. The references must not be older than 12 months in which the customer/ client declare the following:
 - Technical Strength
 - Satisfaction with quality of consumable used
 - Service delivery scheduling and implementation
 - Professionalism
 - Interpersonal skills
 - Turn around/completion times
 - Satisfaction with the work done
 - Overall Impression (i.e. would use again)
- The bidder must provide a list of contracts and similar work done indicating project type, dates, value and contact details for the NRF to assess the capacity and capability of the bidder. Bidder must provide a comprehensive track record showing projects similar to the NRF's projects/work completed with at least three projects of a value more than R5m. The NRF may contact these companies directly for references.

1.16 MONITORING OF CONTRACT

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

Daily: With the On-site Supervisor

Weekly: With Area Manager

Quarterly: With the Principal, or more frequently when required by either party to the contract

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

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

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

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

2. CODE OF COMPLIANCE/DECLARATION

○ **Minimum Wages-**

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

○ **Cleaning Equipment-**

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

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

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

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

BIDDER REQUIREMENTS

- 1 **Provide detailed requirements to evaluate the bidder's ability to deliver on the bid.**
 - 1.1 Bidders must provide the requisite documents that substantiate their responses to these specifications.
- 2 **Ethical requirements**
 - 2.1 The bidder must confirm that there are no conflict of interests with the NRF and has clean business practises, and has determined its bid independently from others as reflected on its submitted SBD 1, SBD 4, and SBD 6.1 forms.

CONTRACT PERIOD

The contractual period for this bid is five (5) years commencing from the date of final signature on the SBD 7.1 Contract Signing Form.

CONTRACT MANAGEMENT

- 1 **Specify method of delivery and conditions for determining successful delivery after contract (SBD 7.1) is signed**
 - 1.1 The NRF appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
- 2 **Contract Manager**
 - 2.1 The Contractor appoints a contract manager and notifies the other party in writing of the name and contact details of the appointed contract manager.
- 3 **Contract Communication**
 - 3.1 The NRF communicates in writing including through email.
 - 3.2 The NRF maintains all contract documentation, and communications and correspondence for record purposes.
 - 3.3 The NRF allocates the contract number with secondary reference numbers i.e. purchase order numbers and will inform the contractor of these numbers. The NRF will require any communication to contain the contract number.
- 4 **Managing service levels**
 - 4.1 The service performance levels are:

Service Level	Performance Standard	Target
Delivery of cleaning services	Performance and delivery of services as per the implementation plan and work schedule.	100% of the minimum set.
Manpower or resources for the service	No failure to provide adequate and skilled personnel with proper service delivery equipment & consumables	100% as per the implementation plan and Chemical Chart

	and payment of the prescribed minimum wages.	
Management reports and contingencies fulfilment	Bidder to provide weekly & monthly minutes agreed upon.	100%
Minimum hourly rates for workers	No failure to pay the prescribed minimum rates for the metropolitan areas.	100%

4.2 Penalties

Service Level	Consequences or remedies
100%	No penalties - the service levels are met
90% to 99.9%	Service below par and will be subjected to monthly review
80% to 89.9%	There will be a 1% total invoice reduction
60% to 79.9%	There will be a 5% total invoice reduction
50% to 59.9%	There will be a 10% total invoice reduction and a formal letter to review the contract.
Less than 50%	No payment will be made as this will be a breach of contract.
Minimum wages not adhered to	NRF will terminate the contract with immediate effect.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 1 Definitions - The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are supplied. Goods produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
- 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.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” mean the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- GCC2 Application
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies,

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

GCC 3 General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

GCC 4 Standards

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

GCC 5 Use of contract documents and information

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

SCC5A Copyright and Intellectual Property

Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

providing the patent owner with the right to decide how - or whether - the invention can be used by others).

Background intellectual property is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.

Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.

All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.

The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.

The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being an appendix to this contract.

Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.

The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.

The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.

SCC5B Confidentiality

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

- Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.
- Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

delivery of the deliverables or

- Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.

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

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

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

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

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

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

The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.

Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

SCC5C Copyright and Intellectual Property

The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.

GCC6 Patent rights

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

GCC7 Performance security

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

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

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

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

7.3.2 or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier within thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

SCC An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.

GCC8 Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
- 8.6 Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- GCC9 Packing
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC10 Delivery and Documentation
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 10.2 Documents submitted by the supplier specified in SCC.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC11 Insurance
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- SCC The appointed bidder carries insurance of at least 3% of the contract value or R 2 million for public liability, product liability, and professional indemnity, whichever is greater.
- GCC12 Transportation
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- SCC No special condition applicable, unless specified elsewhere in this document.
- GCC13 Incidental services
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- SCC In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
- GCC14 Spare parts
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1 Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract;

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

and

14.1.2 In the event of termination of production of the spare parts:

14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

SCC In the event that this document specifies provision of spare parts elsewhere, the term “may” in GCC14 is replaced by the term “shall”, the supplier provides at commencement of the contract a list of spares, whether in stock or ordered in from the OEM, their lead times for delivery to NRF and their unit prices and at each time, the list is amended, updated, or re-priced. The supplier undertakes to hold and/or make available an adequate supply of spares parts within reasonable periods upon receipt of purchase order issued by the purchaser in terms of the pricing mechanism in GCC17.

GCC15 Warranty

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

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

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

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

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

SCC No special condition applicable, unless specified elsewhere in this document.

GCC16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- SCC Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure to provide proof of fulfilment of other obligations stipulated in the contract
- GCC17 Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- SCC No additional special conditions other than stated in the price section in this document.
- GCC18 Contract amendment
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- GCC19 Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- GCC20 Subcontract
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract
- GCC21 Delays in supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

GCC22 Penalties

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

GCC23 Termination for default

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

23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or

23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any 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

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

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

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

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

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

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

GCC24 Anti-dumping and countervailing duties and rights

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

GCC25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

GCC26 Termination for insolvency

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

GCC27 Settlement of disputes

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

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

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

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

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

27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

GCC28 Limitation of liability

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

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

28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

- apply to the cost of repairing or replacing defective equipment.
- GCC29 Governing language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- GCC30 Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- GCC31 Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
- GCC32 Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
- GCC33 National Industrial Participation Programme
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- GCC34 Prohibition of restrictive practices
- 34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3¹ If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of

¹ Research

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

EVALUATION CRITERIA FOR THE BID

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Confirmation of attendance of compulsory site visit		Mandatory	Briefing session certificate	GO/NO GO	Page 1
Signed SBD 4		Mandatory	Bidder's disclosure	GO/NO GO	Pages 46-48
Signed SBD 6.1		Mandatory	Is the bidder claiming preference point for the price competition?		Pages 49-51
A valid B-BBEE certificate or sworn affidavit		Optional	Did the bidder submit a valid B-BBEE certificate or sworn affidavit?	GO/NO GO	Pages 49-51
Signed SBD 3		Mandatory	Did the bidder submit its pricing schedule in a separate email?	GO/NO GO	Pages 41- 42
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	GO/NO GO	Pages 43-46 & 52
Insurance cover		Mandatory	Did the bidder submit proof of minimum of R2 Million of public liability insurance and indemnity cover	GO/NO GO	Pages 14-15 & 27
National Contract Cleaners Association or a recognised cleaning association in South Africa		Mandatory	Did the bidder submit a copy of a registration certificate with the National Contract Cleaners Association or a recognised cleaning association in South Africa.	GO/NO GO	Page 15

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference
Data sheets for the chemicals and cleaning consumables		Mandatory	The BU to insert the evaluation criteria for the technical specifications or as an appendix. A Chemical Chart of products to be used in cleaning by the bidder must be provided.	GO/NO GO	Pages 10-11
Minimum of three (3) reference letters		Mandatory	Did the bidder provide the minimum references?	GO/NO GO	Pages 16 & 53
Reference letters meet the minimum threshold of "Meets requirements"		Mandatory	Does the due diligence conducted on written references, dated, signed, company logo not older than 12 months and/or on contact details demonstrate that the bidder meets the minimum threshold (Cleaning)?	GO/NO GO	Pages 16 & 53
Work plan and Schedules		Mandatory	Operational/ work schedule and the Implementation Plan indicating how they are going to meet the NRF's requirements.	GO/NO GO	Pages 8-10
Experience in the industry- List of similar work		Mandatory	The organisation needs to be in business for a minimum of 5 years active experience in the cleaning industry and Comprehensive track record showing projects similar to the NRF's projects/work completed with at least three projects of a value more than R5m. With contactable numbers and names	GO/NO GO	Page 16
Material or consumables		Mandatory	Quantities offered will it be sufficient for daily use?	GO/NO GO	Pages 10-11

Equipment and machinery		Mandatory	Bidders' to submit a list of equipment that meet the minimum requirements as specified in section 1.5 of the specification.	GO/NO GO	Pages 11-12
Company profile		Mandatory	A comprehensive company profile indicating a minimum of five (5) years of experience in the cleaning industry that supports the bidders' capability and capacity to undertake a contract of this nature and size.	GO/NO GO	Page 16
Site Organogram		Mandatory	A site organogram for this project which must reflect the structure of the human resources to be involved in this project. The bidder must provide an adequate number of cleaners per day to match the total number of areas to be cleaned and serviced.	GO/NO GO	Pages 12-13
CVs of cleaning team		Mandatory	The CVs indicating a minimum of one year experience and qualification of cleaners who will be involved with the daily running of this contract including a full time Supervisor and part time Area Manager.	GO/NO GO	Pages 13-14
Minimum wage confirmation/ declaration		Mandatory	Confirmation of minimum hourly rates payment for the employees.	GO/NO GO	Page 16

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

Clarification

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

Response preparation costs

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

Counter proposals

No counter proposals are accepted.

Two envelope system

The NRF, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical selection phase. All responses must be submitted in two separate emails; the first email shall have the technical, compliance and BBBEE response and the second email shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first email.

Bidders are required to package their response/Bid as follows:

- Email 1: Technical Response
- Email 2: Financial quote

Central Supplier Database registration

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

Collusion, fraud and corruption

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

Fronting

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

Disclaimers

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

General definitions

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

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

“Contract” means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7.1) which has been signed by the awarded bidder and the National Research Foundation;

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

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

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

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

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

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

“NRF” means the National Research Foundation and it is used interchangeable with its business units managing the contract being Research Innovation Support and Advancement (RISA)

THE BIDDER SELECTION PROCESS

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

Responsive to submission requirements

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

Meeting technical specifications

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

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

Due Diligence Research

NRF will conduct due diligence on a bidder by contacting the references submitted to verify the bidder's capability to provide the goods/services required.

Stage 2 – Price competition

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

Stage 3 – Award and Contract Signing

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

Cancellation of the bid prior to award

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

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

PART B – PRICING

PRICING CONDITIONS OF CONTRACT FOR THIS BID

Actual Prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined in the following price conditions.

1.	Compliant price calculation for price competition: Price quoted is South African Rands
2.	Date of unit pricing: All unit prices are quoted at the closing date of this bid.
3.	Price Quotation Basis: Unit prices are fully inclusive of all applicable taxes <u>including VAT</u> , less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, the exchange rate to be quoted in arriving at ZAR if a firm local currency price is not quoted.
4.	Quantity estimation: Bidders must quote according to the quantities stipulated in the pricing schedule
5.	Contract Price: The cumulative value of all purchase orders issued and paid for is the total value of the signed contract at the completion date of the contract, not the competition bid price.
6.	Value Added Tax: Pricing will be adjusted for any variation in the in Value Added Tax rate as gazetted.
7.	Contract Price Management during the contract: Where appropriate, the contract manager will issue written purchase orders authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
8.	Delivery Points are: National Research Foundation, Meiring Naude Road, Brummeria, 0001
9.	Application of Preference Points: In determining the final price/preference points for the bidder, the preference points are those in the completed Standard Bidding Document 6.1 Preference claim form.

BID PRICE SCHEDULE (SBD 3.1)

Submit pricing in separate emails (stand-alone)

DESCRIPTION	NO OF MONTHS	MONTHLY RATE	STATUTORY INDUSTRY ESCALATION (%)	TOTAL (INCLUDEs VAT of 15%)
Year 1 Cleaning Services per month	12			
Year 2 Cleaning Services per month	12			
Year 3 Cleaning Services per month	12			
Year 4 Cleaning Services per month	12			
Year 5 Cleaning Services per month	12			
TOTAL BID PRICE INCLUSIVE OF VAT			R	
Provisional sum for extra after hours labour as and when required		Rate per hour		R50 000.00

PART C - RETURNS

INVITATION TO BID (SBD 1)	
Bid number	NRF/RISA B&M 11/2022-23
Closing date and time	30 June 2022 @ 11:00 am
The NRF recognises the date and time as recorded on its systems for closure purposes.	
SUMMARY OF BID REQUIREMENTS	
The appointment of a service provider for the cleaning services for a period of five years at the National Research Foundation Premises in Brummeria, Pretoria	
Number of original bid documents for contract signing	2
Two envelope system	Yes
Price validity period from date of closure	One hundred and fifty (150) days

SUPPLIER INFORMATION			
Name Of Bidder			
Postal Address			
Street Address			
Telephone Number			
Code		Number	
Cell Phone Number			
Code		Number	
Facsimile Number			
Code		Number	
E-Mail Address			

SUPPLIER INFORMATION

VAT Registration Number

Tax Compliance Status	Tax Compliance System PIN		OR	Central Supplier Database No.	MAAA
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B-BBEE Status Level Verification Certificate	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No
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[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]

Are you the accredited representative in South Africa for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign-based supplier for the goods/services/works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
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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).

BID SUBMISSION

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4. The successful bidder will be required to fill in and sign the contract signature form (SBD7.1) for this contract.

SUPPLIER INFORMATION

TAX COMPLIANCE REQUIREMENTS

1.	Bidder must ensure compliance with their tax obligations.
2.	Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3.	Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website www.sars.gov.za .
4.	Bidders may also submit a printed TCS certificate together with the bid, available via e-filing through the SARS website www.sars.gov.za .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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

³ 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.

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1 - PREFERENCE POINTS CLAIMED

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

1.1.1. the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.2. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.3. The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.

1.4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 :	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	OR	90/10 :	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
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Where P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

2. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

SBD 6.1 - PREFERENCE POINTS CLAIMED

3. BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1 AND 2

B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:.....

TYPE OF COMPANY/ FIRM

Partnership/Joint Venture /Consortium

SBD 6.1 - PREFERENCE POINTS CLAIMED

- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business:

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

BID SIGNATURE (SBD 1)

I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the NRF in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this Invitation, cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. My offer remains binding upon me and open for acceptance by the NRF during the validity period indicated and calculated from the closing time of Bid Invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

I confirm that I am duly authorised to sign this offer/ bid response.

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

SIGNATURE OF BIDDER:

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

REFERENCE LETTER FORMAT FOR BIDDER

Referee Legal Name:			
Company:			
Bid Number:	<u>NRF/RISA B&M 11/2022-23</u>		
Bid Description: The appointment of service provider to provide cleaning services for a period of five years at the National Research Foundation premises in Brummeria, Pretoria			
Describe the service/work the above bidder provided to you below			
Criteria/Risks	Below requirements	Meets requirements	Exceeds requirements
Technical Strength – Does the contractor use the latest equipment and methods?			
Professionalism			
Interpersonal skills			
Satisfaction with quality of consumable used			
Satisfaction with the work done			
Turn around/completion times			
Service delivery scheduling and implementation			
Overall Impression	Other comments		
Approximate value of contract			
Would you use the provider again?			<input type="checkbox"/> YES <input type="checkbox"/> NO
Completed by:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

LIST OF SIMILAR PROJECTS UNDERTAKEN PREVIOUSLY OR PRESENTLY				
Project Description and Duration Date	Company/ Institution	Amount	Contract Person's Name and Position	Contact Details