



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Private Bag X136, Pretoria, 0001 or 124 Church Street, Poyntons Building West Block, Pretoria, 0001
Tel (012) 305 8268, Fax (012) 323 5621, Penoria.ndala@dcs.gov.za

Ref : 6/1/3/4
Enq : F Rakhivhani

The Manager

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

Dear Sir

BID HO 3/2021: APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF THREE YEARS (36 MONTHS). COMMENCEMENT: FROM THE DATE OF SIGNING THE CONTRACT

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the SBD 1.

Bidders must take note of the following:

- The closing date of the bid will be at **11h00 am on 30 April 2021** and will be valid for a period of **hundred and twenty (120) days** after the closing date.
- Bids must be submitted in two separate sealed envelopes. The name and address of the bidder, the bid number and closing date must be indicated on the two envelopes. The envelopes must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).
- A Compliance Checklist (BD 26) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.

The following documentation must be submitted with your bid:

N.B Service providers are requested to submit 2 copies of the bid an original including a copy.

- Valid and original/certified copy of B-BBEE Certificate; or
- Sworn affidavit for B-BBEE Exempted Micro Enterprise/ B-BBEE Qualifying Small Enterprise; and

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

Yours faithfully



For National Commissioner: Correctional Services
D: Procurement
TV Netshimbupfe

Date: 2021/04/08



**PART A
INVITATION TO BID**

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

BID NUMBER:	HO 3/2021	CLOSING DATE:	30 APRIL 2021	CLOSING TIME:	11:00 AM
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DESCRIPTION APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF THREE YEARS (36 MONTHS). COMMENCEMENT: FROM THE DATE OF SIGNING THE CONTRACT

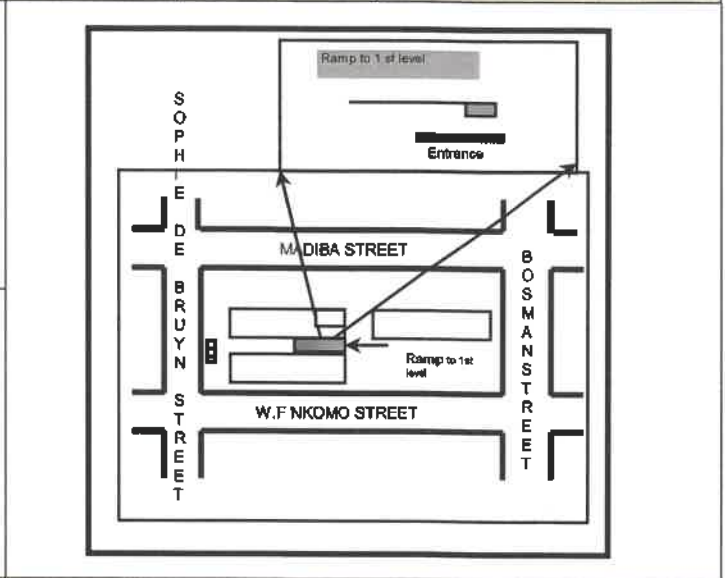
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BID RESPONSE DOCUMENTS MAY BE POSTED TO:

THE NATIONAL COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
PRIVATE BAG X136
PRETORIA
0001

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

POYNTONS-BUILDING
WEST BLOCK
124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET)
PRETORIA
0002



BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: **TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT/ PUBLIC ENTITY	Correctional Services	CONTACT PERSON	Ms. V Mbatha
CONTACT PERSON	F Rakhivhani	TELEPHONE NUMBER	Tel: 012 305 8313
TELEPHONE NUMBER	012 305 8268	FACSIMILE NUMBER	Fax:
FACSIMILE NUMBER		E-MAIL ADDRESS	Vhumatshelo.Ralikhwatha@dcs.gov.za
E-MAIL ADDRESS	Fhimani.Rakhivhani@dcs.gov.za		

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:
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

[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]



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 PART QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. IF THE ANSWER	



**PART B
TERMS AND CONDITIONS FOR BIDDING**

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

DATE:

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COMPLIANCE CHECKLIST TO ASSIST BIDDERS WITH COMPLETION OF BID DOCUMENTS

BID HO 3/2021: APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF THREE YEARS (36 MONTHS). COMMENCEMENT: FROM THE DATE OF SIGNING THE CONTRACT

Very important	Did you take note of the contents of the General Conditions of Contract & BD 4.1: Special Conditions of Contract?	Yes	No
1.	PRE-QUALIFYING CRITERIA (See par 5.1.. of the BD 4.1: Special Conditions)		
1.1	Are BBBEE status level 1 to 4 (Special Conditions par 5.1.1)		
2.	MANDATORY CRITERIA (See par 6.1 of BD 4.1: Special Conditions)		
2.1	Did you take note that bidders must ensure that their tax matters are in order for the duration of the contract by verifying their Tax Status on the Central Supplier Database? (Special Conditions par 6.2.1)		
2.2	Bidders must submit annual financial statements that are not older than two (2) years from the closing date of the tender; (Special Conditions par 6.2.2) Or A letter from the Accountant/ Auditor stating that it is a going concern. (Special Conditions par 6.2.3) Undertaking from the registered financial institution to issue the bank guarantee for the value of 2.5 % (Evidence with the stamped bank statement (Special Conditions par 6.2.4))		
3.	<u>SUBMISSION OF BIDS</u>		
3.1	Is the bid submitted in two separate sealed envelopes plus original bid document and suitable cover on which the name and address, the bid number and the closing date must be clearly endorsed? Technical and financial proposal should be separated (Special Conditions par 9)		
3.2	Did you complete and sign the SBD 1 (invitation to Bid Form) ?		
3.3	Did you take note that prices for this contract are firm ? (Special Conditions par 13).		
3.4	Did you complete the preference claim form (SBD 6.1) w.r.t BBBEE points?		
3.5	Did you attach a certified BBBEE certificate in support of your claim?		
3.6	Did you attach a list of contactable details of current or previous clients?		

4.	<u>LATE BIDS</u>		
4.1	Bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the bidder		

	at the address indicated in the envelope		
5.	<u>DECLARATIONS</u>		
5.1	Did you familiarize yourself with the contents of the Declaration of Interest (SBD 4) and did you indicate your declaration (if applicable)?		
5.1.1	Did you sign the Declaration of Interest SBD 4 form?		
5.2	Did you familiarize yourself with the contents of Declaration Of Bidder's Past Supply Chain Management Practices?(SBD 8)		
5.2.1	Did you declare past supply chain management practices e.g. Fraud, improper conduct, failed to perform on any previous contract?		
5.2.2	Did you sign the declaration SBD 8?		
5.3	Did you familiarize yourself with the contents of the Independent Bid Determination (SBD 9)?		
5.3.1	Did you sign the Independent Bid Determination form.(SBD 9)		
	Take note that no late bids will be considered!		

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bid documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or

revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bid 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 bid price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bid documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bid documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bid documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design

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

7. Performance security

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

8. Inspections, tests and analyses

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental

13.1 The supplier may be required to provide any or all of the

services

following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been

delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) 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.

34. Prohibition of Restrictive Practices

34.1 In terms of Section 4(1)b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were in collusive bid (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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



TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF THREE YEARS.

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1 PURPOSE

- 1.1 The purpose of the project is for the appointment of a service provider for the cleaning services and provision of cleaning materials to the Department of Correctional Services at Poyntons building for a period of three (3) years.

2 BACKGROUND

- 2.1 The Department of Correctional Services is legally obliged to ensure a clean, hygienic work environment for the Employees, and requires the service provider to provide a comprehensive professional cleaning services.

3 SCOPE OF WORK

- 3.1 The cleaning company will be required to provide the cleaning services and provision of cleaning materials in accordance with the cleaning specification as per section 15 below.

4 DELIVERABLES

- 4.1 To render cleaning services and provision of cleaning materials to Department of Correctional Services in the Poyntons building in both the West block and East block for a period of 36 months.
- 4.2 To strictly adhere to all applicable legislations and the requirements of the specification and the special conditions of the contract.
- 4.3 Responsible for the provision and management of all equipment and materials required to execute the contract.

5 EXPERIENCE

- 5.1 Bidders must submit detailed information together with their bid documents of their experience in the cleaning services environment. **(refer to Evaluation Criteria for Compliance).**

6 PROVISION OF STAFF

- 6.1 Bidders must submit detailed information together with their bid documents of the staff compliment that they are envisaging to utilise to ensure total compliance to the requirements of the Department. Information provided must be comprehensive and must clearly indicate information related to Managers, Supervisors, Cleaners etc. **(refer to Evaluation Criteria for Compliance).**

7 TRAINING

- 7.1 Bidders must submit detailed information together with their bid documents of the



training to be provided to their staff compliment in order to render a professional cleaning service that complies to all legislation.(refer to **Evaluation Criteria for Compliance**).

8 EQUIPMENT

8.1 Bidders must submit detailed information together with their bid documents of the number and type of equipment that is envisaged to be utilised in order to render a professional cleaning services that complies to all the legislation to the Department.(refer to **Evaluation Criteria for Compliance**).

9 INSURANCE

9.1 Bidders must submit proof that they comply with all insurance legislations that are required to render such a service e.g. UIF, Compensation for occupational injuries and diseases and public liability of at least two million rand.(refer to **Evaluation Criteria for Compliance**).

10 WORKPLAN

10.1 Bidders must submit a detailed feasible work plan. (refer to **Evaluation Criteria for Compliance**).

11 CONTIGENCY PLAN

11.1 Bidders must provide a contingency plan for critical incidents. (refer to **Evaluation Criteria for Compliance**).

12 SERVICE PROVIDER'S OBLIGATION

12.1 Provide a comprehensive cleaning services and cleaning material as detailed in the Specifications.

12.2 Ensure that the cleaning staff, materials, and equipment as described in the Terms of Reference are of a safe, good and acceptable quality for rendering the service.

12.3 Ensure that the cleaning services must be made available from Monday to Friday, excluding public holidays. However, certain services may be required outside of these hours.

12.4 Ensure as far as reasonable practicable, the health and safety of employees and keep the cleaning equipment in good order in compliance with the health and safety regulations.

12.5 Ensure that staff deployed within the Department's building portray good conduct and comply with reasonable conditions of employment (behavior and attitude), that is conducive for an office working environment, such as eating at designated area, not making loud noise, along public areas, etc.

12.6 Comply with the requirements of the provided checklist to be used for the monitoring of the service rendered.



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- 12.7 To work closely with the Project Manager (DD: Auxiliary Services) responsible for the project in the Department.
- 12.8 The Service Provider will be responsible for its own equipment and material to adequately perform all the services as per the contract agreement.
- 12.9 The Service Provider must exercise all reasonable skills and care in the execution of the work and shall carry out their obligation in accordance with professional standards.
- 12.10 The Service Provider must replace all equipment identified by the department as not suitable for execution of the contract within 72 hours.
- 12.11 The Service provider must provide on-site facilities for the storage of hazardous materials.
- 12.12 The service provider must provide a contingency plan for management of critical incidents.

13 THE DEPARTMENT OBLIGATIONS

- 13.1 The Department's Project Manager (DD: Auxiliary Services) will serve as the contact person on all matters relating to the project.
- 13.2 The Department's Project Manager (DD: Auxiliary Services) will review, evaluate and approve the services provided by the Service Provider against the Service Level Agreement on an ongoing basis and prior to payments made.
- 13.3 The Department reserves the right to inspect the equipment of the service provider to determine the quality and quantity of the equipment that is utilized for the execution of the contract.

14 BRIEFING AND SITE INSPECTION

- 14.1 A briefing and site inspection is not compulsory however it can be arranged and conducted within COVID-19 regulations to address potential bidders at **124 WF Nkomo Street, Poyntons Building, West Block Foyer, Department of Correctional Services.**

Bidders will not be issued with the registration certificate as briefing and site inspection is not compulsory.



15 SPECIFICATION: RENDERING OF STANDARD CLEANING SERVICES AND PROVISION OF HYGIENE EQUIPMENT: DCS HEAD OFFICE

AREAS	AREAS OF COMPLIANCE	FREQUENCY	COMPLY YES/NO
1. BATHROOMS, LAVATORIES ETC			
Basins	Wet wipe with hard surface cleaner and rinse.	Daily	
	Remove other foreign bodies.	Daily	
	Remove mineral deposit	Weekly	
Toilets	Ensure usability and replenish consumables:	Daily	
	Provide wet wipes	Daily	
	Remove spillage from bowl and under flush rim with hard surface cleaner and a brush.	Daily	
	Remove mineral deposits.	Weekly	
	Wet wash seat and lid, cistern and pipes etc.	Daily	
	Disinfect all components	Daily	
Toilets walls	Wet wipe with disinfectant.	Twice weekly	
Toilets doors	Wet wipe with disinfectant.	Twice weekly	
Toilets floors	Clean floor according to type.	Daily	
Mirrors	Wet wipe and dry.	Daily	
	Polish with glass cleaner.	Weekly	



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Showers	Remove fats and grease from walls, door and floor using hard surface cleaner.	Daily
	Disinfect using disinfectant.	Daily
Taps	Wet wipe with hard surface cleaner.	Daily
	Remove mineral deposits.	Weekly
Urinals	Remove litter & Foreign body	Daily
	Provide deo blocks	As required
	Wet wipe with hard surface cleaner or disinfectant.	Daily
	Wet wipe and dry pipes and flushing mechanisms.	Daily
	Mop step or floor at urinal with disinfectant.	Twice daily
	Remove mineral deposits from gullies and drains.	Weekly
	Urinals bases deep cleaning	As required

2. FURNITURE, OFFICE EQUIPMENT ETC		
Chairs – cloth	Vacuum.	Weekly
	Shampoo.	Bi-annually
Chairs – vinyl / leather	Dust.	Daily
	Damp wipe.	Fortnightly
Electrical equipment	Dust.	Daily



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	Damp wipe.		Weekly	
Heaters	Dust.		Daily	
	Damp wipe.		Weekly	
Lamps	Dust.		Daily	
	Damp wipe.		Weekly	
Mirrors	Dust.		Daily	
	Polish with glass cleaner.		Weekly	
Ornaments	Dust.		Twice weekly	
	Damp wipe.		Weekly	
Partitions	Spot clean		Monthly	
	Wet wipe washable surfaces.		Bi- annually	
	Clean glass with glass cleaner.		Monthly	
Pictures	Dust frames.		Weekly	
	Damp wipe frames and clean glass		Fortnightly	
Rubbish bins	Empty: morning and afternoon		Daily	
	Damp wipe		Daily	
Electronics screens	Remove stains and disinfect		Weekly	
	Damp wipe		Weekly	



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Shelves	Dust those that are empty.	Weekly	
	Damp wipe when shelves are clear.	As required	
Tables / natural / unsealed wood	Dust.	Daily	
	Polish.	Weekly	
Tables / sealed wood / glass / Formica	Dust.	Daily	
	Polish.- damp wipe	Weekly	
Telephones	Dust.	Daily	
	Damp wipe with disinfectant	Weekly	
Pedestals	Dust.	Daily	
	Polish.	Weekly	
Filing cabinets / wood	Dust.	Daily	
	Polish.	Weekly	
Filing cabinets / steel	Dust.	Daily	
	Damp wipe.	Weekly	
Cupboards	Dust.	Daily	
	Polish.	Weekly	
Book cases	Dust or damp wipe.	Daily	
	Polish.	Weekly	



Coffee tables	Dust or damp wipe.	Daily	
	Polish.	Weekly	
3. NAME PLATES, SIGN BOARDS ETC			
Name plates	Damp wipe.	Weekly	
	Polish with cleaning agent.	Monthly	
Sign plates	Damp wipe.	Weekly	
	Polish with cleaning agent.	Monthly	
4. FLOORS AND FLOOR FINISHING			
CARPETS			
High traffic:	Vacuum.	Twice weekly	
Low traffic	Vacuum.	Weekly	
	Remove spots and stains	Daily	
	Deep cleaning.	Annually	
5. FLOORS – RESILIENT (vinyl, PVC, linoleum, sealed wood etc)			
High traffic	Remove dust with mop or disposable cloth sweeper	Daily	
	Damp mop for soil age	As required	



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	Spray clean or burnish using a mechanized system.	weekly
	Light scrub and apply maintenance coat	Monthly
	Strip clean and reseal with non-slip polish and buff.	Bi-annually

6. FLOORS – RESILIENT cont. (vinyl, PVC, linoleum, sealed wood etc)		
Low traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soil age.	As required
	Spray clean or burnish using a mechanized system.	Weekly
	Light scrub and apply maintenance coat.	Quarterly
	Strip clean and reseal with non-slip polish and buff.	Annually
7. FLOORS – HARD (ceramic, marble, granite, brick, concrete, terrazzo, parquet etc)		
High traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soil age.	Daily
	Spray clean or burnish using a mechanized system.	Weekly
	Machine scrub and dry to remove accumulated soilage.	Quarterly
	Remove dust with mop – or disposable cloth sweeper.	Daily
Low traffic	Damp mop for soilage.	Daily
	Spray clean or burnish using a mechanized system.	Weekly



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	Machine scrub and dry to remove accumulated soilage.	Bi-annually
8. FLOORS – HARD (quarry tile, quartzite, black grano, etc)		
High traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soilage.	As required
	Polish with non-slip polish.	Fortnightly
Low traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soilage.	As required
	Polish with non-slip polish.	Monthly
9. WOOD LAMINATED FLOORS		
High traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soilage.	As required
	Microfiber mop	As required
	Use polish meant for wood laminated floor.	Fortnightly
Low traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soilage.	As required
	Microfiber mop	As required
	Use polish meant for wood laminated floor.	fortnightly



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	Dust or damp wipe.	Weekly	
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10. DOORS & DOOR HANDLES cont.			
Doors	Remove finger marks on glass and push plates.	Daily	
	Dust or Damp wipe	weekly	
Door handles & knobs (chrome plated, aluminum / copper / brass)	Damp wipe with disinfectant and dry.	Weekly	
	Polish with cleaning agent.	Weekly	
11. WALLS			
Internal walls	Spot clean.	As required	
	Wet wiped down using a cleaning agent and dried.	Fortnightly	
Bagged walls	Dusted.	Monthly	
12. WINDOWS, WINDOW SILLS, HANDLES & LEDGES ETC			
Inside and outside within reach	Clean with glass cleaner.	Monthly	
	Clean with glass cleaner and squeegee.	As required	
Handles & regulators	Damp wipe.	Weekly	
	Polish with cleaning agent.	Monthly	



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Window sills	Dust.	Weekly	
	Damp wipe.	Fortnightly	
	Dust.	Weekly	
Low ledges			
13. BLINDS AND CURTAINS			
Vertical louvre blinds	Vacuum clean with brush attachments.	Quarterly	
Venetian blinds	Damp wipe.	Monthly	
Curtains	Wash or dry clean.	Annually	
14. KITCHENS			
Kitchens	Collect dishes from offices	Twice daily	
	Collect dishes from conference rooms	As required	
	Crockery and cutlery washed, dried and stored.	Twice daily	
	Floors damp mopped and dried.	Daily	
	Supply dishwashing liquid	As required	
	Supply and maintain dish clothes.	As required	
	Work surfaces wet wiped and dried.	Daily	
	Walls and cupboards wet wiped.	Weekly	
	Cupboard storage cleared, wet wiped and disinfected.	Monthly	



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Ovens / stoves / microwaves	Wet wipe hot plates with hard surface cleaner.	Daily	
	Use caustic aerosol spray on enameled oven surfaces.	Monthly	
	Wet wipe and rinse inside surfaces of microwaves.	Weekly	
Refrigerators/ Dual cooler water bottles	Clean and refill	daily	
	Damp wipe doors and sides.	Weekly	
	Remove contents and damp wipe shelves.	Weekly	
	Defrost and clean shelves and inside surfaces.	Monthly	
	Wet wipe with hard surface cleaner and rinse.	Daily	
Sinks	Wet wipe with hard surface cleaner.	Daily	
Taps	Wet wipe with hard surface cleaner.	Daily	
	Remove mineral deposits.	Monthly	
15. ELEVATORS			
Elevator	Clean door tracks.	Daily	
	Sweep and damp mop.	Daily	
	Remove marks from doors.	Daily	
	Damp wipe walls.	Daily	
	Damp wipe.	Daily	
Hand rails	Damp wiped with disinfectant.	Weekly	



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Control panel	Clean and shine.	Daily	
Mirrors.	Damp wipe.	Daily	
	Polish with glass cleaner.	Weekly	
Floor indicators	Clean and shine.	Daily	
16. STAIRS, STAIRWELLS & HANDRAILS			
Handrails	Dust.	Daily	
	Wet wipe.	Daily	
Stairs	Sweep, dust and mop treads.	Daily	
17. CEILINGS & HIGH LEVEL AREAS			
Ceilings	Dust.	Monthly	
Air vents	Dust and wipe.	Monthly	
High level dusting	Dusting of all surfaces above 2 metres from the floor. This includes light fittings, blinds, high window ledges, burglar guards, cupboard tops and beams.	Fortnightly	
18. OTHER AREAS			
Lights	Dust.	Monthly	
	Damp wipe.	Twice annually	
Light switch	Damp wipe.	Weekly	
Pipes	Dust.	Weekly	



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	Damp wipe.		Monthly	
Plugs	Damp wipe.		Weekly	
Power skirt	Dust.		Weekly	
	Damp wipe.		Monthly	
Radiators	Dust.		Weekly	
	Damp wipe.		Monthly	
Railings	Dust.		Daily	
	Damp wipe.		Weekly	
Mirrors	Polish with glass cleaner.		Weekly	
Fire fighting equipment	Dust.		Weekly	
	Damp wipe.		Monthly	
Gym x2	Carpets - vacuum		Twice weekly	
	Equipment- wiping		Twice daily (07:00 and 12:30)	
19. REFUSE REMOVAL AND REFUSE AREAS				
Compactors	Clear litter from area & place in containers for removal.		Daily	



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20. COURTYARDS		
Courtyards	Remove litter.	Daily
	Sweep.	Weekly
21. FIRE ESCAPES		
Fire escapes	Treads – sweep.	Weekly
	Hand Rails – damp wipe.	Monthly
22. OTHER SERVICES		
Breakages	Blocked waste pipes, catch-pits, traps, washbasins, urinals and toilet bowls to be reported.	Immediately
	Leaking taps, urinals and cisterns to be reported	Immediately
Water bottles	To be cleaned and refilled.	Daily
Drinking fountain's	Clean finger marks and water pools.	Daily
Air-condition-units	Damp wipe	Monthly
Pot plants	Water plants	Weekly
23. WASH ROOM REQUISITES		
Three Toilet paper dispensers per toilet	Supply and maintain	As required



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SANS 1887:Part 2) Approved Toilet papers	Replace and replenish	As required	
One labelled soap dispenser per hand basin	Supply and maintain	As required	
Hand Soap	Refill hand soap dispensers	As required	
Towel dispensers: Minister,	Supply and maintain	As required	
Hand Towels (Minister, Deputy Minister and Commissioner)	Replace and replenish	As required	
One sanitary Receptacles per toilet	Supply and maintain	As required	
Sanitary Receptacles	Empty , clean and remove contents	Daily	
Paper towel dispensers	Supply and maintain	As required	
SANS approved 1887: part 8 Paper towels	Replace and replenish	As required	
Labelled Air freshener dispenser: Install 15 minutes electronically administered	Supply and maintain	As required	



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Labelled Air freshener: electronically administered	Replace and replenish	Weekly	
Wet Wipe Containers	Supply and maintain	As required	
Cleaners to collect from Directorate: HIV/AIDS provide Condo cans & condoms	Check and refill	When required	

GENERAL

1. At least two (2) cleaners must be employed per floor. One for each wing which should be as follows:-
 - **West block:** 18 full time cleaners (2 per floor) and 1 additional cleaner responsible for senior management board room, gym and kitchen.
 - Two (2) cleaners are responsible for ground floor (Senior Management entrance, mezzanine area with five (5) office complexes, namely the Employee Relations, Head office Logistical stores, Communication Auxiliary Services, Network Section and Facilities and Security Offices. **Total West-block=21 full time cleaners**
 - **East Block:** 32 full time cleaners

Ground floor (community Corrections) and Foyer East block=2

5th floor =1

6th floor =2

7th floor =1

8th floor =2

9th floor =2



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10 th floor =2	
11 th floor =2	
12 th floor =2	
13 th floor =2	
14 th floor =2	
17 th floor =3	
29 th floor =2	
30 th floor =2	
31 st floor =2	
32 nd floor =2	
33 rd floor =1	
2. One manager and two full time Supervisors, one at East and one at West Block, must be employed to supervise cleaning services.	
3. These persons must not be involved with cleaning, but will be responsible for inspecting, organizing, supervising, etc.	
4. The supervisors must always be reachable.	
5. The contractor must supply all cleaning agents as stipulated in the specification and such agents to be SANS compliant and provide OHS office with material safety data sheet.	
6. Store rooms for supply, rest rooms for cleaners as well as offices for the two supervisors must be arranged by the service provider with the Landlord and will not be the responsibility of the Department of Correctional Services. These rooms must be compliant with the OHS ACT 83 of 95.	
7. Management of cleaning company must meet with the DD Auxiliary Services at least once a month to discuss operational issues/problems, if any.	
8. In cases where a cleaner is absent from work he/she must be replaced for the time of absence with another cleaner.	



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<p>9. All cleaners and supervisors must be vetted as Department of Correctional Services Head office is considered as a security area.</p>	
<p>10. All cleaners and the supervisors must be in possession of an ID- cards with photos and name of the company (provided by the company) to enable access control to identify him/her as an employee of the cleaning company.</p>	
<p>11. DCS must inspect company's equipment (vacuum cleaners) bi-annually in order to ensure that these equipment are well maintained throughout the contract period.</p>	
<p>12. Different colour coded mops to be used to distinguish mops in the kitchen and toilet in order to avert/prevent cross infection.</p>	
<p>13. Cleaners must display appropriate signs when cleaning floors, e.g. cautious slippery floor.</p>	
<p>14. The contractor must develop its workers on the inter alia skills:</p> <ul style="list-style-type: none"> • Management skills (managers and supervisors) • Cleaning skills • Customer care services. • HIV/OHS legislation • Utilization of cleaning equipment and material 	

CONFIRMATION OF COMPLIANCE WITH SET SPECIFICATION

I _____ (the bidder / bidding company / authorized representative) noted the set requirements pertaining to the required services and declare that my / our offer fully complies with the set specification: **YES / NO** (please delete whichever one is **not** applicable).



DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT: BID NO HO3/2021

APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF THREE YEARS (36 MONTHS). COMMENCEMENT: FROM THE DATE OF SIGNING THE CONTRACT



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BIDDERS WILL NOT BE ISSUED WITH THE REGISTRATION CERTIFICATE AS BRIEFING AND 30
SITE INSPECTION IS NOT COMPULSORY. 30

1. INTRODUCTION

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 These conditions form part of the bid and failure to comply therewith may invalidate the bid

2. CONTRACT PERIOD

- 2.1 The contract shall be for the period of three (3) years after signing of a contract.

3. RESPONSE FIELDS

- 3.1 It is imperative that bidders submit responsive bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.
- 3.2 Unless specifically provided for in the bid document, no bids transmitted by telegram, facsimile or similar apparatus shall be considered.
- 3.3 The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
- 3.4 The bid forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant institution. Additional offers made in any other manner may be disregarded.
- 3.5 Bidders shall check the numbers of the pages and satisfy them that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
- 3.6 Failure on the part of the bidder to sign this bid form (SBD 1) and thus to acknowledge and accept the conditions in writing or to complete the



attached forms, questionnaires and specification in all respects, may invalidate the bid.

3.7 The preference claim and other relevant forms, if attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in together with the bid.

a) Original BEE Certificate or original certified copy of BEE certificates issued by Verification Agency accredited by SANAS (Accessible at www.SANAS.co.za/directory/bbEE.default.PHP);

b) Sworn affidavits (original or a original certified copy thereof) in terms of Exempted Micro Enterprise/ Quality Small Enterprise;

4. DELIVERABLES

4.1 Bidders need to submit a detailed list of deliverables as required per the terms of reference to successfully finalise the project.

4.2 Each deliverable need to be costed and a cost must be in line with the prices tendered for on the Pricing Schedule (SBD 3.3).

5. PRE QUALIFYING CRITERIA

5.1 The Preferential Procurement Regulations, 2017 prescribes that pre-qualifying must be used to advance designated groups. Only bids with a BBEE level one (1) to four (4) will therefore be considered.

6. MANDATORY CRITERIA

6.1 Only bids complying with all requirements as stipulated in the General Conditions and Special Conditions of Contract will be regarded as acceptable.

6.2 The following mandatory criteria must be strictly adhered to. Non-compliance with these criteria will automatically invalidate your bid.

6.2.1 Bidders must ensure that their tax matters are in order for the duration of the contract by verifying their Tax Status on the Central Supplier Database. (Also see Section 7 of this document)

6.2.2 Bidders must submit annual financial statements that are not older than two (2) years from the closing date of the tender; or

6.2.3 A letter from the Accountant/ Auditor stating that it is a going concern.



- 6.2.4 Provide an undertaking to issue a bank guarantee (to the value of 2,5% of the annual bid value) to the Department of Correctional Services, if the bidder is successful in the bidding process.

(Refer to Annexure A to BD 4.8 – Special Conditions of Contract.)

7. TAX MATTERS

- 7.1 It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.
- 7.2 The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 7.3 It is a requirement that bidder's grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 7.4 The Central Supplier Database (CSD) and the eFiling system are the approved methods of verifying tax compliance of bidders.
- 7.5 Bidder must therefore be registered on the Central Supplier Database (CSD) and provide its CSD number and TCS Pin as per SBD 1.
- 7.6 When a Consortium/ Joint Venture/ Sub-contractors are involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Suppliers Database.
- 7.7 **Only bidder's whose tax matters are in order during the evaluation and on award of the bid will be considered.**

8. VALUE ADDED TAX

- 8.1 All bid prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.
- 8.2 Failure to comply with this condition will invalidate the bid.

9. SUBMISSION OF BIDS

- 9.1 Bidders are required to submit their proposals in two envelopes.
- 9.2 **Envelope 1** marked with the name of the Bidder and titled: