



“PRE-QUALIFYING, MANDATORY DOCUMENTS AND TECHNICAL PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES”.

9.2.1 **Envelope 1** must contain the following:

9.2.1.1 **Pre-Qualifying Criteria**

9.2.1.1.1 Proof of BBBEE Level of the bidder (Only bids with a BBBEE level one (1) to four (4) will be considered). Refer to paragraph 5 above.

9.2.1.1.2 Attach a valid and original/ originally certified copy B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims as per SBD 6.1.

9.2.1.1.3 Claim Form in terms of the Preferential Procurement Regulations, 2017 (SBD 6.1).

9.2.1.2 **Mandatory requirements**

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

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

9.2.1.2.3 Undertaking from the registered financial institution to issue the bank guarantee for the value of 2.5 % (Evidence with the stamped bank statement)

9.2.1.3 **Other bidding document**

9.2.1.3.1 Fully completed and signed SBD 1 (without pricing) – Invitation to bid.

9.2.1.3.2 Fully completed and signed SBD 4 – Declaration of Interest.

9.2.1.3.3 Fully completed and signed SBD 8 – Declaration of Bidder’s past Supply Chain Management Practices.

9.2.1.3.4 Fully completed and signed SBD 9 – Certificate of Independent Bid Determination.

9.2.1.4 **Technical Proposal**

9.2.1.4.1 The bidder’s response / proposal information required by all stipulations outlined in the terms of reference.

N.B. This Envelope must NOT include any price proposal.



9.2.2 **Envelope 2** marked with the name of the Bidder and titled:

“FINANCIAL PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES”.

9.2.2.1 **Envelope 2** must contain a **detailed SBD 3.3 Pricing Schedule (Professional services)**

10. BID EVALUATION CRITERIA

10.1 The following criteria will be applied during evaluation of the bid:

NO.	CRITERIA	SUB WEIGHT	WEIGHTS
1.	<p><u>EXPERIENCE</u></p> <ul style="list-style-type: none"> The company as well as the business executives number of years within the operation, including company's business profile and the relevant curriculum vitae (CV). A minimum of three (3) contactable references in either Private or Public Sector. <u>Important:</u> (please provide evidence: reference letters with contact details). 	10 5	15
2.	<p><u>PROVISION OF STAFF</u></p> <ul style="list-style-type: none"> Full time manager Two (2) Full time supervisors Part time manager Number of workers Part time workers <p><u>Important:</u> (please provide evidence: staffing list) Compliance with sectorial determination for workers in urban areas (minimum wage).</p>	4 7 2 7 5	25
3.	<p><u>TRAINING</u></p> <ul style="list-style-type: none"> Standard training course <p><u>Important:</u> (please provide evidence: list of training needs specific to cleaning)</p>	15	15
4.	<p><u>EQUIPMENT</u></p> <ul style="list-style-type: none"> Bidders must indicate the number and the type of equipment to be used for the rendering of the service. 	10	10



5.	<p><u>INSURANCE</u></p> <ul style="list-style-type: none"> • Unemployment insurance fund • Compensation for occupational injuries and diseases (letter of good standing from the compensation commissioner). • Public liabilities of at least R2 million <p><u>Important:</u> (provide valid certified copies of the certificates)</p>	5 5 5	15
6.	<p><u>WORK PLAN</u></p> <ul style="list-style-type: none"> • Bidders must submit a detailed work plan and a proposed service level agreement 	10	10
7.	<p><u>CONTINGENCY PLAN</u></p> <ul style="list-style-type: none"> • Bidders must provide a contingency plan for COVID 19 including any other envisaged waves. • Bidders must have a contingency plan or responsive plan for critical incidents such as health and other risks. • Bidders must have a contingency plan for shortage of personnel tool 	10	10
	TOTAL		100

- Bidders will be expected to reach a minimum threshold score of 70% to be considered for further evaluation.
- The following Scoring methodology of (0 – 5) will be utilised to allocate scores for each evaluation criteria.

EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
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EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
1. EXPERIENCE <ul style="list-style-type: none"> The company as well as the business executives number of years within the operation, including company's business profile and the relevant curriculum vitae (CV) of the executive team. 	10	15	Number of years of the company in cleaning business supported by the relevant CVs and company business profile Less than 1 year = 0 1 to 2 years of experience without both CVs and company business profile = 1 1 to 2 years of experience with CVs but without company business profile = 1 1 to 2 years of experience with company business profile but without CVs = 1 1 to 2 years of experience supported by CVs and company business profile = 1 3 to 5 years of experience without both CVs and company business profile = 4 3 to 5 years of experience with CVs but without company business profile = 4 3 to 5 years of experience with company business profile but without CVs = 4 5 years and more of experience supported by CVs and company business profile and reference letters which also include the contract period, the value of the contract, the start and the end date of the contract with the client of similar services = 5
<ul style="list-style-type: none"> A minimum of three (3) which is relevant and verifiable references in either Private or Public Sector. <p><u>Important:</u> (please provide evidence: reference letters with contact details).</p>	5		0 contactable reference = 0 Minimum of 1 contactable reference = 1 Minimum of 2 contactable reference = 3 Minimum of 3 contactable reference = 5
2. PROVISION OF STAFF			
<ul style="list-style-type: none"> Full time manager 	4	25	0 Full time manager = 0 1 Full time manager = 5



EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
<ul style="list-style-type: none"> Two (2) Full time supervisors 	7		0 Full time supervisors =0 1 Full time supervisor =3 2 Full time supervisors = 5
<ul style="list-style-type: none"> Part time manager 	2		0 Part time manager = 0 1 Part time manager = 5
<ul style="list-style-type: none"> Number of workers 	7		Less than 53 workers = 0 53 number of workers = 5
<ul style="list-style-type: none"> Part time workers <p><u>Important:</u> (please provide evidence: staffing list) Compliance with sectorial determination for workers in urban areas (minimum wage).</p>	5		No information provided = 0 Information provided on part time workers = 5
3. TRAINING <ul style="list-style-type: none"> Standard training course <p><u>Important:</u> (please provide evidence: list of training needs specific to cleaning)</p>	15	15	No information provided = 0 Information provided for standard training or on duty training courses= 3 Information provided for both courses= 5
4. EQUIPMENT <ul style="list-style-type: none"> Bidders must indicate the number and the type of equipment to be used for the rendering of the service. 	10	10	No detailed information provided of number and type of cleaning equipment required = 0 Information provided on minimum number of equipment but without the type of equipment required = 0 If the bidder mentioned any of the five types of equipment covered below without the minimum number of equipment listed below = 1 If the bidder mentioned any of the five types of equipment covered below with the minimum number of the equipment listed below = 2 If the bidder mentioned any of the six to ten types of equipment covered below



EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
			<p>without the minimum number of the equipment listed below = 2</p> <p>If the bidder mentioned any of the six to ten types of equipments covered below with the minimum number and type of equipment listed below = 3</p> <p>If the bidder mentioned any of the eleven and above types of equipments covered below without the minimum number of equipment listed below = 3</p> <p>If the bidder mentioned any of the eleven and above types of equipments covered below with the minimum number and types of equipment listed below = 5</p> <p>The following equipments is the minimum that can be regarded as acceptable:</p> <ol style="list-style-type: none"> 1. Minimum number of the six stepladders = 4 2. Minimum number of the vacuum cleaners = 25 3. Minimum number of the wet floor signages = 56 4. Minimum number of the small brooms and dustpan = 56 5. Minimum number of mopping unit = 56 6. Minimum number of wet extract carpet cleaning machine = 2 7. Minimum number of window cleaning kits = 4 8. Minimum number of wet and dry vacuum cleaners = 2 9. Minimum number of air freshener = 87 10. Minimum number of soap dispenser = 87 11. Minimum number of paper towel dispenser = 87 12. Minimum number of sanitary bin = 116 13. Minimum number of toilet roll holders = 193 14. Minimum number of wet wipes dispenser = 116

EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
5. INSURANCE			
<ul style="list-style-type: none"> Unemployment insurance fund 	5	15	No information, uncertified or invalid copy provided = 0 Information (Certified valid copy of certificate) provided = 5
<ul style="list-style-type: none"> Compensation for occupational injuries and diseases 	5		No information, uncertified or invalid copy provided = 0 Information (Certified valid copy of certificate) provided = 5
<ul style="list-style-type: none"> Minimum of R2 million is required for Public liabilities 	5		No document or invalid document provided= 0 R0.99- R100 000.00= 1 R100 01.00-R 500 000.00= 2 R 500 01.00-R1 000 000.00= 3 R1 000 001.00-R2 000 000.00= 4 R2 000 000.00 and above= 5 NB: All submitted documents must be certified.
6. WORK PLAN			
<ul style="list-style-type: none"> Bidders must submit a detailed work plan and a proposed service level agreement 	10	10	No information provided = 0 Service Level Agreement without a workplan = 1 Workplan without a Service Level Agreement = 2 Workplan and Service Level Agreement submitted = 5
7. CONTIGENCY PLAN			
<ul style="list-style-type: none"> Bidders must provide a contingency plan for COVID 19 including any other envisaged waves. Bidders must have a contingency plan or responcive plan for critical incidents such as health and other risks. Bidders must have a contingency plan for shortage of personel tool 	10	10	No information provided = 0 Insufficient plan =3 Detailed plan provided = 5



Bids will be evaluated by applying the under mentioned phases. Therefore it is very important that all the required information be submitted as completely as possible. Failure to comply will invalidate a bid.



10.2 **Phase 1 (Pre-Qualifying Criteria)**

10.2.1 Only price quotations with a BBEE level one (1) to four (4) will be considered.

10.3 **Phase 2 (Mandatory Criteria)**

10.3.1 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.

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

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

10.3.4 Undertaking from the registered financial institution to issue the bank guarantee for the value of 2.5 % (Evidence with the stamped bank statement)

Only bidders who comply with all the mandatory criteria will proceed to phase three (3).

Please see paragraph 6.2 for the mandatory criteria.

10.4 **Phase 3 (Functionality Evaluation)**

10.4.1 The criteria and weights as per paragraph 10.1 will be applied during phase 3 of the evaluation process.

10.4.2 The Bid Evaluation Committee evaluates the bid against the set criteria indicated in the special conditions. A form will be used which will reflect the name of the bidder, the different criteria, with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be effected on a basis of consensus.

10.4.3 The following scoring matrix will be used for Phase 2:

Very poor	Poor	Fair	Good	Very good	Excellent
0	1	2	3	4	5

10.4.4 The following formula will be used to convert the points scored against the weight:



$$Ps = \left(\frac{So}{Ms} \right) \times 100$$

Where:

Ps = Percentage scored for functionality by bid under consideration

So = Total score of bid under consideration

Ms = Maximum possible score

10.4.5 **Only bidders who achieve the threshold score of 70% will be short-listed to proceed to phase 4.**

10.5 **Phase 4 (Financial Evaluation)**

10.5.1 During this phase only the qualifying bids are evaluated in terms of the 80/20 preference points systems, where the 80 points are used for price only.

10.5.2 With regard to price quotations, the PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

10.5.3 When calculating prices, unconditional discounts must be taken into account for evaluation purposes. Conditional discounts must not be taken into account for evaluation purposes but should be implemented when payment is affected.

10.5.4 The following formula will be used to calculate the points for price:

For cases with a Rand value below R50 million (all applicable taxes included):

$$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for comparative price of bid or offer under Consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

10.5.5 Subject to sub-regulation (3), points will be awarded to a bidder for attaining their B-BBEE Status Level of Contributor in accordance with the table below:



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

- 10.5.6 In order for bidders to qualify for B-BBEE points, bidders need to:
- 10.5.6.1 Study and complete the preference claim form (SBD 6.1) and ensure that it is signed.
 - 10.5.6.2 Attach proof to substantiate the claim.
- 10.5.7 A maximum of twenty (20) points may be allocated for price quotation up to the value of R500, 000.00.
- 10.5.8 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price as calculated.
- 10.5.9 The lowest acceptable price per item will be used as basis to calculate the points on price.
- 10.5.10 A price quotation must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.
- 10.5.11 In the event that two or more bidders have scored equal total points, the successful bidder must be the one that scored the highest points for B-BBEE.
- 10.5.12 If two or more bidders have equal points, including equal preference points for B-BBEE, the successful bidder must be the one scoring the highest score for functionality, if functionality is part of the evaluation process.



10.5.13 In the event that two or more bidders are equal in all respects, the award must be decided by the drawing of lots.

10.5.14 However, in accordance with Section 2(1) (f) of the Act, the Department has the right to award the contract to the bidder that did not score the highest total of points.

11. CONDITIONS OF BID

11.1 Bidders must furnish the following information per annexure regarding their company as part of the bid and complete the attached questionnaire:

11.1.1 Number of staff presently employed, divided into

11.1.2 Management personnel;

11.1.2.1 Supervisors; and

11.1.2.2 Cleaners. Fulltime:Part time.....

11.1.3 Address of Head Office.

11.1.4 Addresses of Regional Offices.

11.1.5 Business area.

11.1.6 Date since when the company renders cleaning services.

11.1.7 Detailed list of current and completed cleaning contracts over the past five years.

11.1.8 Annual turnover.

11.1.9 Names, postal address and telephone number(s) of bankers and the name of the contact person as well as approval that financial enquiries may be answered and financial statements may be supplied on request.

11.1.9.1 **Annexure A: A letter from the bidder's Financial Institution regarding the financial position of the bidder and the guarantee offered must be submitted with the bid documents. Should this requirement not be complied with in full, the bid shall be considered invalid.**

11.1.9.2 Name, address and telephone number of auditor(s), the name of the contact person and approval that financial enquiries may be answered and financial statements may be supplied on request.

11.1.9.3 The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.



- 11.1.9.4 Details (type, make, model, number) of equipment to be used for the rendering of the service.
- 11.1.9.5 The names, identity numbers and street addresses of all partners must be indicated where persons, a partnership or a company comprising a partnership, bid.
- 11.1.9.6 In cases where a person, persons, partnership, close corporation or company, commences business for the first time, the following particulars must be furnished:
- 11.1.9.6.1 Who compiled or aided in the compilation of the business plan?
- 11.1.9.6.2 Who calculated or aided in the calculation of the bid prices?
- 11.1.9.6.3 Who acts in an advisory capacity to the company?
- 11.1.9.6.4 Who provides financial support? (If not rendered by a registered financial institution or Small Business Development Corporation (SBDC), give full particulars of this institution)

12. SERVICE LEVEL AGREEMENT

- 12.1 The successful bidder will be expected to enter into a Service Level Agreement with the Department.

13. PRICE ADJUSTMENTS

Applications for price adjustments will be done in accordance with the escalation formula as per SBD 3.10 pricing schedule.

NB: Price adjustments must not occur more frequently than once a year. Prices for the first year must be firm.

A NON-FIRM PRICES SUBJECT TO ESCALATION

- 1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES**

- 2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:**



$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTORS:	PORTION (FRACTION) INDEX FIGURE	TABLES (CPI) BASE DATE
• Salaries:..... %	October 2020	PO 141 table E122.0
	(Domestic workers' wages)	
• Transport:..... %	116.7 October 2020	PO 141 table E
	(Public Transport)	
• Cleaning materials/..... %	119.8 October 2020	PO 141 table E
Chemicals	(Supplies and services)	
• Overheads	119.8	PO 141 table E
	October 2020	
• (Including profit and services)	100 %	(Supplies

- To be completed by bidder.

(CPI = Consumer Price Index)

14. SUPERVISION



14.1 Bidders must give the assurance that all workers will be under proper supervision. Any liaison with regard to daily needs will be through the supervision and not directly with the workers.

15. INDEMNITY AND INSURANCE

15.1 The successful bidder shall indemnify the DCS and not to hold it liable against:

15.1.1 Any damage to DCS property, whether movable or immovable, including any loss directly flowing from damage to such property or any act or omission on the part of the successful bidder or its employees or any damage arising from the use and occupation of the DCS property by the successful bidder;

15.1.2 Legal liability in respect of any claims which may be made against the DCS arising out of damage to property, whether movable or immovable, or any third parties, including any damage directly or indirectly flowing from any act or omission on the part of the successful bidder and its management staff or any damage arising from the use and occupation by the successful bidder of the DCS property;

15.1.3 Legal liability claims in respect of death, injury or illness of any person, or loss flowing or arising from anything done or omitted by the successful bidder, management staff of the successful bidder or any damage while using or occupying DCS property;

15.1.4 Any legal cost or expenses reasonably incurred in connection with claims or actions against the DCS arising out of the foregoing including attorney and client costs.

15.2 For the proper fulfillment of the indemnity as provided for in paragraph 21.1, the successful bidder shall within 14 calendar days after the conclusion of the contract, submit proof of insurance cover held by it and maintained for the duration of the contract, to cover the risks as stipulated in paragraph 21.1.1 The amount of such cover must be clearly stated. If the amount in the opinion of the DCS is not sufficient, the DCS reserves the right to call upon the successful bidder to increase the amount to the satisfaction of the DCS, at the successful bidder's expense.

15.2.1 The acceptance of this Bid is subject to the condition that if proof of an acceptable insurance policy as required in paragraph 21.2 above, is not received by the DCS, the DCS may in its sole discretion, without prejudice to other rights available to it, terminate the contract and the successful bidder shall be liable for any damage which the State may sustain as a result of the termination of the contract and the appointment of another bidder.



15.2.2 The contractor must arrange the undermentioned insurance policies with a reputable insurance company or submit documentary proof that such policies are in effect, provided that written proof that the policies are still valid and premiums paid must be provided monthly. On failure to comply, the State reserves the right (but is not compelled to) to pay the premiums and to deduct such payments from money owing to the contractor.

- a) COIDA certificate of good standing.
- b) Unemployment benefit insurance.
- c) Public liability in the name of the contractor as well as the State for an amount of at least R2 million.

16. TRADE PLAN

16.1 The bidder must submit together with his bid a complete trade plan in which, amongst others, the following should be indicated:

- 16.1.1 The number of supervisors that will be employed.
- 16.1.2 The number of workers that will be employed.
- 16.1.3 The work method that will be followed for the execution of the contract.
- 16.1.4 What the different cycles for the execution of the work will be. Prospective bidders may ascertain at the site the extent and nature of the work, the areas, floor surfaces etc. to be cleaned.

17. CONTRACT CONDITIONS

17.1 ROUTINE ACTIVITIES IN OFFICES:

17.1.1 Cleaning work should under no circumstance disrupt the routine activities of the State.

17.2 WORKMANSHIP AND MATERIAL:

17.2.1 All work must be of a high standard and executed to the satisfaction of the State.

17.2.2 All material, viz chemicals, etc. must be of good and acceptable quality. National Regulator for Compulsory Specifications (NRCS). A list of all approved chemicals and their contents can be sourced from their website: <https://www.nrccs.org.za/>

17.3 COMPLIANCE WITH ACTS AND REGULATIONS:



- 17.3.1 All acts and regulations relating to cleaning services must be strictly adhered to by the contractor.
- 17.4 **ARBITRATION:**
- 17.4.1 Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder:
- 17.4.2 Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred to for arbitration in terms of this clause.
- 17.4.3 The parties involved must agree mutually as to who will act as arbiter.
- 17.4.4 The arbiter must notify the parties in advance, regarding the remuneration for his services.
- 17.4.5 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 4.1 in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.
- 17.4.6 Within 14 days after receipt of the copy of the other party's case/view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.
- 17.4.7 The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any of the parties or any legal representatives before him.
- 17.4.8 The arbiter may make any decision or allocation, which in his discretion is fair and appropriate.
- 17.4.9 The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by principles of justice and fairness.
- 17.4.10 The findings of the arbiter may include an order, which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.



17.4.11 This clause hold the irrevocable consent of the parties to the arbitration and no party shall have the right to withdraw from it or claim that he is not bound by this clause.

17.4.12 If a party withdraws from the arbitration it will be accepted that he consent to the arbiter's findings against him.

17.5 PLASTIC REFUSE BAGS:

17.5.1 Plastic refuse bags needed for the service, must be supplied by the contractor at his/her cost.

17.6 FIRE EXTINGUISHERS:

17.6.1 The contractor and his employers shall under no circumstances make use of Fire fighting equipment on the site in the activities attached to the rendering of the service.

17.7 TOILET CISTERNS AND DRESSING ROOMS:

17.7.1 If possible, tending of toilets and dressing rooms must be done by employees of the appropriate sex.

17.8 UNACCEPTABLE CLEANING AGENTS:

17.8.1 No equipment, utensils or agents that may damage the buildings, fittings, persons or contents shall be used. The State has the right to reject any such equipment, utensils or agents.

17.9 MACHINES AND EQUIPMENT:

17.9.1 The contractor shall re-fill, empty or clean his machines and equipment only at such places as indicated.

17.10 WARNING BOARDS:

17.10.1 Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the cleaning service may cause injuries to any person(s).

17.11 INFLAMMABLE AND POISONOUS SUBSTANCES:

17.11.1 The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the State for the rendering of the service or any other purposes. It is expected of the contractor to have a site for the storage of inflammable and poisonous substances at own cost.

17.12 LIABILITY:



17.12.1 The contractor indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the contractor or any other person -that may result from or be related to the execution of this contract.

17.13 DAMAGE COMPENSATION:

17.13.1 The contractor will be held responsible for any damage or thefts that may be caused, to the premises or content by him/her or his/her employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the State against the contractor.

17.14 RECTIFICATION OF DAMAGES:

17.14.1 In the case of damages to carpets, furniture, equipment, etc. resulting from rendering the service, the contractor undertake to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any monies outstanding.

17.15 TERMINATION AND/OR WITHDRAWAL:

17.15.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government Procurement - General Conditions of Contract (GCC) will be applicable.

17.15.2 The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months written notification to the contractor. Should a part of the premises be withdrawn, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal.

17.16 BREACH OF CONTRACT:

17.16.1 If the service is interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential services.

17.17 CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR:

17.17.1 The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.



- 17.17.2 Each member of the contractor's personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually on request of the contract person.
- 17.17.3 Acceptance of this tender is subject that both the contracting firm and its personnel providing the service must be security cleared by appropriate authorities to the level of **CONFIDENTIAL**. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same measures and conditions will apply to the subcontractor.
- 17.17.4 Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require.
- 17.17.5 Without prejudice to the contractor's responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honour his obligations in terms of the agreement.
- 17.17.6 In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.
- 17.17.7 The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.
- 17.17.8 Cleaning personnel must be available to perform services in accordance with the contract. The Service provider shall supply at all times the complement of staff necessary to satisfy the requirements laid out in the contract. Personnel shall be of a sufficient quality to ensure that the standards detailed achieved at all times.
- 17.18 **UNSPECIFIED SERVICES:**
- 17.18.1 If the occupant of the building requires any unspecified services and payment must be made for such services, authorization in the form of an official order form must be obtained in advance.

18. LATE BIDS



18.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

19. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

19.1 Only bidders that meet the pre-qualifying criteria as required by paragraph 5.1 of this document, will be considered.

19.2 Bidders are required to submit a valid and original/ originally certified copy B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims as per SBD 6.1.

19.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

19.4 Public entities and tertiary institutions must also submit a B-BBEE Status Level Verification Certificate together with their bids.

19.5 It must be ensured that the B-BBEE Status Level Verification Certificates submitted are issued by the following verification agencies.

19.5.1 *Bidders other than EMEs.*

a) Verification agencies accredited by SANAS;

19.5.2 *Bidders who qualify as EMEs.*

a) Sworn affidavit signed by the EMEs and QSEs representative and attested by a Commissioner of Oaths.

Bidders can access the sworn affidavits templates on https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp

19.6 Any enquiries in respect of B-BBEE Status Level Verification Certificates may be directed to the Department of Trade and Industry (DTI).

20. PRICE AND PRICE QUALIFICATION

20.1 Prices for this contract are **firm**.

20.2 Prices shall be quoted in South African currency.

20.3 The bid prices shall be given in the units shown.

20.4 Prices must be inclusive of delivery cost and all taxes.



21. COMMUNICATION

- 21.1 No communication with any Procurement Official will be allowed during the running period of the bid.
- 21.2 Communication after the closing date of the bid must be in writing and addressed to the Director Procurement.
- 21.3 The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will invalidate your bid.

22. COUNTER CONDITIONS

- 22.1 Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidations of such bids.

23. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

- 23.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.
- 23.2 **The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2) (a) specifies that an employee of the State may not conduct business with the State.**
- 23.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Declaration of Interest).

24. FRONTING

- 24.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:
 - a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
 - b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries,



investigations to determine the accuracy of the representations made in the bid documents.

- 24.2 Taking the above into consideration, proof for the points claimed must be provided together with the bid or on request to do so. **Failure to provide proof will result in that the points claimed will not be considered during the evaluation process.**

25. SERVICE COMPLIANCE

- 25.1 The service shall strictly be for the cleaning services and provision of cleaning materials to the department of correctional services at poyntons building.

26. VENDOR ASSESSMENT

- 26.1 The Department will have the right to confirm the ability of bidders to carry out this contract successfully. This includes an investigation by the Department or its appointee, of the bidder's financial position, previous contracts carried out, availability of skills or knowledge, existing work load, after sales service, delivery periods, quality and quantity of products.
- 26.2 To ensure that the bidder has the financial ability and stability to execute the contract, the bidder must provide proof together with their bid document that he/she has the financial ability and stability to execute the contract. For this purpose, the bidder is allowed to either:
- 26.2.1 Provide the attached (BD 33) form that is completed and signed by their registered financial institution/bank confirming their financial ability and stability to execute the contract; or
- 26.2.2 Provide a letter of good standing not older than thirty (30) days from their registered financial institution/bank confirming that the bidder conducts the bank account in a satisfactory basis.
- 26.2.3 Omission to provide such proof will automatically invalidate your bid.
- 26.3 Please provide contactable details of current and previous clients for the service rendering of similar contract and where the business was gained in the last twelve months by means of a bidding process.
- 26.4 **Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his offer will be regarded as not acceptable.**



27. RENDERING OF SERVICES

27.1 Before any services are rendered, the contractor must be in possession of an official order issued by an authorized official of the Department.

28. CONTRACT MANAGEMENT

28.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.

28.2 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

29. PENALTIES

29.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)

29.2 The following formula will be utilized for this purpose:

$$Penalty = \left(Vx \frac{10}{100} \right) x N$$

V = Value of delayed goods or services

N = Number of days of delay

A penalty will be limited to 30% of the value of delayed goods or services.

29.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon 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."

29.4 The Department may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two months, following the occurrence of the unsatisfactory performance.



30. PAYMENT

- 30.1 Payment will only be effected by the Department in the following cases:
- 30.1.1 The successful completion of the service in line with the terms of reference and deliverables.
- 30.1.2 Invoice should be delivered/posted to reach the department timeously.
- 30.1.3 The invoice should be original and must be accompanied by proof of outputs.
- 30.2 Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

31. SETTLEMENT OF DISPUTES

- 31.1 Should any dispute arise from this contract paragraph 27 of the General Conditions of Contract shall apply.

32. DECLARATION Of INTEREST (SBD 4)

- 32.1 It is important that bidders acquaint themselves with the content of the Declaration of Interest (SBD 4).
- 32.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or **take an oath declaring his/her interest, where -**
- a) The bidder is employed by the state; and/or
 - b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 32.3 The Declaration of Interest (SBD 4) must be completed in full.
- 32.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its Directors in terms of paragraph 23 of the General Conditions of Contract.



33. BRIEFING AND SITE INSPECTION

- 33.1** 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.

1. BUILDING SPECIFICATIONS

DEPARTMENT OF CORRECTIONAL SERVICES: HEAD OFFICE

POYNTON BUILDING: EAST AND WEST BLOCKS

1.1. Physical Address: Department of Correctional Services
124 WF Nkomo Street
Pretoria
0001

2. RENDERING OF STANDARD CLEANING SERVICES AND PROVISIONING OF HYGIENE EQUIPMENT: DCS HEAD OFFICE.

2.1. NUMBER OF FLOORS

West Wing: 10 floors and ground floor including the Senior Management Entrance
1st Floor - Mezzanine Area with five {5} office complexes, namely, Head Office, Logistic Store, Communication Auxiliary Services, Employee Relations, Network Section and Facilities and Security (Foyer).
2nd Floor- Procurement, logistics, Gymnasium and conference rooms X2
3rd floor- Information Technology and Conference room
4th floor Finance and Conference room
5th floor- Finance and Conference room
6th floor - Human Resource Management
7th floor – Main Registry, Auxiliary Services, Resources Centre and Conference room
8th floor –Ministers, Deputy Minister, Board room X2 and National Commissioner
9th floor – Community Corrections, Legal Services, Communications and Inter-governmental Relations
10th floor – Legal Services, DIU, Code Enforcements, Research, Information Management, Policy and Co-ordination Procedures and Conference room.

East Wing: 16 floors and ground floor (Community Corrections) including the Foyer.,
5th floor - Vacant
6th floor - HR Planning, Psychologist, Skills Development, Inspectorate, Personal well-being and Conference room.
7th floor - Contract Management (South-West Wing), HIV/ AIDS and Conference room.
8th floor - HR Development, Health Care Services and Conference rooms x2.

9 th floor	-	HR Development and Conference room
10 th floor	-	Incarceration, Risk Profile and Corrections
11 th floor	-	Auditor –General, NCCS and Conference room
12 th floor	-	Remand Detention and Conference room
13 th floor	-	Security Management and Facilities and Pre-release
14 th floor	-	Internal Audit, Spiritual Care and Sports & Recreation and Facilities and Conference room.
17 th floor	-	Employee Relations, Facilities Funds, Employee Wellness, Social Work, gymnasium and Conference room
29 th floor	-	Formal Education and Production Workshop and Agriculture and Corrections Administration
30 th floor	-	Community Liaison, Probation and Supervision, Correction Administration and Conference room
31 st floor	-	IEHW, OHS, HR Support and Conference room
32 nd floor	-	Persal, EAP and Training Centre
33 rd floor	-	Vacant.

All stairs occupied by DCS in the East and West Block should be cleaned.

2.2. NUMBER OF TOILETS

West Wing: 62
 East Wing: 126
 East Wing Ground floor (Community Corrections): 5

2.3. NUMBER OF URINALS

West Wing: 31
 East Wing: 52

2.4. NUMBER OF TEA KITCHENS

West Wing-13
 East Wing- 20

2.5. SQUARE METERAGE OF AREA TO BE CLEANED

West Wing: 15301 Sqm
 East Wing: 12840.49 Sqm
 Square Meter Grand Total: 28141.49 Sqm

2.6 BASINS

West Wing: 51

East Wing: 98
East Wing Ground floor (Community Corrections): 5

2.7 SOAP DISPENSER

West Wing: 31
East Wing: 53
East Wing Ground floor (Community Corrections): 3

2.8 PAPER TOWEL DISPENSER

West Wing: 31
East Wing: 53
East Wing Ground floor (Community Corrections): 3

2.9 TOILET ROLL HOLDERS

West Wing: 62
East Wing: 126
East Wing Ground floor (Community Corrections): 5

2.10 SANITARY BINS

West Wing: 37
East Wing: 76
East Wing Ground floor (Community Corrections): 3

2.11 AIR FRESHNER UNITS

West Wing: 31
East Wing: 53
East Wing Ground floor (Community Corrections): 3

2.12 WOOD LAMINATED FLOORS

West Wing: 117 offices (square meter 3369.6)
East Wing: 99 offices (square meter 2851.20)

2.13 CERAMIC TILES

West Wing: 29 offices (square meter 835.20)
East Wing: 6 offices (square meter 172.80)

2.14 CARPET

West Wing: 89 offices (square meter 2563.20)
East Wing: 174 offices (square meter 5011.20)

2.15 ESTIMATED TOILET PAPER USAGE

93 bales per month (4 464 toilet rolls).

2.16 COURTYARD

West Wing: 688.53 square meter.

2.17 GYMNASIUM

West Wing: 63.6 square meter.

East Wing: 63.6 square meter.

2.18 INFORMATION TECHNOLOGY SECTION GROUND FLOOR

West Wing: 440.3 (square meter).

**PRICING SCHEDULE – NON-FIRM PRICES
 (CLEANING SERVICES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number: HO 3/2021
Closing Time 11:00 on 30 APRIL 2021	

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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1. RENDERING OF CLEANING SERVICES AS PER ATTACHED SPECIFICATION.

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

Required by: Department of Correctional Services: Head office, Poynton Building

Contract period: For a period of three years

NB: Price adjustments must not occur more frequently than once a year. Prices for the first year must be firm.

PRICE BREAKDOWN:

Basic salary per cleaner	R
Overtime x 1/3	R
Overtime x 1/2	R
Overtime double	R



BD 3.10

Leave pay	R
Sick leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R
Any other allowance/s	<u>R</u>
Total monthly cost per cleaner (all inclusive)	R
Total cost for number of cleaners offered	R for cleaners
Total cost for number of supervisors offered	R for supervisors
Transport	R
Price per m ²	R

Cleaning materials/requisites as follows: (to be included in the total bid price)

ITEM	QUANTITIES	COSTS
Toilet paper boxes	R / month
Air-freshener blocks	R / month
Other cleaning material	R / month
Overheads (including profit)		R / month
TOTAL ALL-INCLUSIVE TENDER PRICE		<u>R / MONTH</u>

"ALL APPLICABLE TAXES" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Note : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract 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.

*

Yes	No
-----	----

Is the offer strictly to specification?

If not to specification, state deviation(s)

*Mark the relevant block with an X



PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

Bidders need to apply with the required evidence for price increase from Directorate Contract Management

Adjustment to contract may be applied for at the following dates:

Adjustment (Contract manager to decide on frequency)	CPA application to reach the office at the following dates
1 st adjustment	On month thirteen (13) from date of signing the contract
2 nd adjustment	On month twenty five (25) from date of signing the contract

FACTORS:	PORTION (FRACTION)	TABLES (CPI)	INDEX FIGURE	BASE DATE
Salaries	%	PO 141 table E (Domestic workers wages)	Month of advertising of bid	Month of advertising of bid
Transport	%	PO 141 table E (Public transport)	Month of advertising of bid	Month of advertising of bid



BD 3.10

Cleaning materials/Chemicals	%	PO 141 table E (Supplies and services)	Month of advertising of bid	Month of advertising of bid
Others/All aitems Overhead profit	%	PO 141 table E (Supplies and services)	Month of advertising of bid	Month of advertising of bid
	100%			

To be completed by bidder.



DECLARATION OF INTEREST

(NB : In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act No. 111 of 1998), no member of the Department of Correctional Services may participate in the bid process of the Department)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price bid, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bid document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the price bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full name of bidder or his or her representative
- 2.2 Identity number :
- 2.3 Position occupied in the Company (director, trustee, shareholder, member) :
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust :
- 2.5 Tax Reference Number :
- 2.6 VAT Registration Number :
- 2.6.1 The names of all directors / trustees / shareholders² / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the



management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder, presently employed by the state?

Yes	No
-----	----

2.7.1 If so, furnish the following particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution

Any other particulars :

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes	No
-----	----

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes	No
-----	----

(Note : Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof :
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the state in the previous twelve (12) months?

Yes	No
-----	----

2.8.1 If so, furnish particulars :
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by

Yes	No
-----	----



the state and who may be involved with the evaluation and or adjudication of this bid?

--	--

2.9.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

Yes	No
-----	----

2.10.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.11 Do you or any of the directors/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

Yes	No
-----	----

2.11.1 If so, furnish particulars :

.....

.....

.....

3. Full details of directors / trustees / members / shareholders :

Full name	Identity number*	Personal Tax Reference Number	State Employee Number / Persal Number

*Copies of Identity Document must be attached.

DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 TO 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THE DECLARATION
PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

Note : Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 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.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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 least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bid Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that service provider, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the page.</p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on National Treasury's website, (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes	No



4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that service provider, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price bids, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the service provider;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the service provider;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the service provider, whether or not affiliated with the service provider, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the service provider
6. 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.



⁹ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the service provider, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. 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.

.....

Signature

Date

.....

Position

Name of Service provider