

- Bidders 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.

Bidders must take note of the following:

The closing date of the bid will be at **11h00 am on 12 November 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.

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

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

BID HO 5/2021: 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

Dear Sir

.....

The Manager

Ref : 6/1/3/4
 Enq : J Sibanyoni

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



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 Acting National Commissioner: Correctional Services
Acting Director: Procurement
E.L. Motoma
Date: 2021/10/25

BID HO 5/2021: 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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**PART A
 INVITATION TO BID**

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

BID NUMBER:	HO 5/2021	CLOSING DATE:	12 November 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
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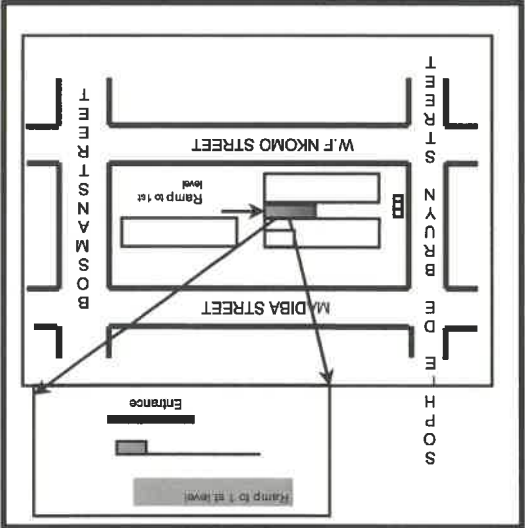
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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



TECHNICAL INFORMATION MAY BE DIRECTED TO:

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	Correctional Services	CONTACT PERSON	Ms. V Mbatia
CONTACT PERSON	Jacob Sibanyoni	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	Jacob.Sibanyoni@dcs.gov.za		

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS

TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
[Tick applicable box]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[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]



SBD1

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>[IF YES ANSWER PART QUESTIONNAIRE BELOW]</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IF THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES 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.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

DATE:

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

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.

2.1 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.

3.1 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

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

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.

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design

2. Application

3. General

4. Standards

5. Use of contract documents and information; inspection.

6. Patent rights

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

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.

8.1 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.

7. Performance security

8. Inspections, tests and analyses

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. Falling 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.

9.1 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.

10.1 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.

11.1 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.

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

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

- delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16.1 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.
- 17.1 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.
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19.1 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.
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

20. Subcontracts

19. Assignment

18. Contract amendments

17. Prices

16. Payment

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. Delays in the supplier's performance

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 supplier's 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:

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.

- (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.

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

23.5 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.

23.4 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.

23.3 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.

23.2 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.

- (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.

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.

26. Termination for insolvency

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.

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.

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

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.

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. Notices

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

30. Applicable law

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.

29. Governing language

(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.

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

28. Limitation of liability

(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.

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

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

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.

27.2 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.

27.1 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. Settlement of Disputes

- 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.
- 32.1 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.
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 33. National Industrial Participation (NIP) Programme
- 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.

34. Prohibition of Restrictive Practices

33. National Industrial Participation (NIP) Programme

32. Taxes and duties



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DEPARTMENT OF CORRECTIONAL SERVICES

**SPECIAL CONDITIONS OF CONTRACT:
BID NO**

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

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1. INTRODUCTION

1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract (GCC) 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 (SCC) 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 (thirty six (36) months) 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.

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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 terms of reference (TOR) 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 black economic empowerment (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 (EME) / Quality Small Enterprise (QSE);

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 standard bidding document (SBD 3.3).

5. PRE QUALIFYING CRITERIA

5.1 The Preferential Procurement Regulations (PPR), 2017 prescribes that pre-qualifying must be used to advance designated groups. Only bids with a broad based black economic empowerment (BBBEE) 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 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 (CSD). (Also see Section 7 of this document)

6.2.2 Bidders must be registered with the National Contract Cleaning Association (NCCA).

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7. TAX MATTERS

7.1 It is a condition of this bid that the tax matters of the successful bidder are in order.

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:

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

a) Envelope 1 must contain the following:

9.2.1.1 Pre-Qualifying Criteria

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- 9.2.1.1.1 Proof of BBEE Level of the bidder (Only bids with a BBEE 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 be registered with the National Contract Cleaning Association (NCCA).

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.

b) 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 AND HYGIENE EQUIPMENT TO THE DEPARTMENT OF CORRECTIONAL SERVICES”.

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>EXPERIENCE</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). Confirmation letter from the National Contract Cleaning Association (NCCA). A minimum of three (3) contactable references in either Private or Public Sector. Important: (please provide evidence: reference letters with contact details). 	5 5 5	15
2.	<p>PROVISION OF STAFF</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>Important: (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>TRAINING</p> <ul style="list-style-type: none"> Standard training course <p>Important: (please provide evidence: list of training needs specific to cleaning).</p>	15	15
4.	<p>EQUIPMENT</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>INSURANCE</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 with maximum of R2 million. 	5 5 5	15

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		Important: (provide valid certified copies of the certificates).		
6.	WORK PLAN	<ul style="list-style-type: none"> Bidders must submit a detailed work plan and a proposed draft service level agreement. 	10	10
7.	CONTINGENCY PLAN	<ul style="list-style-type: none"> Bidders must provide a contingency plan for COVID 19 including any other unnatural acts. 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. 	10	10
	TOTAL			100

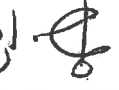
Bidders will be expected to reach a minimum threshold score of 70% to be considered for further evaluation. The following Scoring methodology of (0 – 5) will be utilised to allocate scores for each evaluation criteria.

EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
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. 	5	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

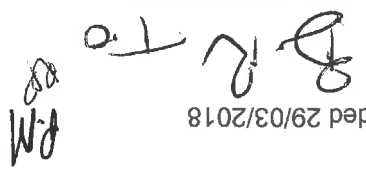
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SCORES TO BE ALLOCATED	WEIGHT	SUB WEIGHT (%)	EVALUATION CRITERIA
<p>1 to 2 years of experience supported by CVs and company business profile = 1</p> <p>3 to 5 years of experience without both CVs and company business profile = 4</p> <p>3 to 5 years of experience with CVs but without company business profile = 4</p> <p>3 to 5 years of experience with company business profile but without CVs = 4</p> <p>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</p>			
<p>No confirmation letter = 0</p> <p>Confirmation letter from the Association = 5</p> <p>0 contactable reference = 0</p> <p>Minimum of 1 contactable reference = 1</p> <p>Minimum of 2 contactable reference = 3</p> <p>Minimum of 3 contactable reference = 5</p>		5	<ul style="list-style-type: none"> • Confirmation letter from the National Contract Cleaning Association (NCCA). • A minimum of three (3) which is relevant and verifiable references in either Private or Public Sector. Important: (please provide evidence: reference letters with contact details).
<p>0 Full time manager = 0</p> <p>1 Full time manager = 5</p> <p>0 Full time supervisors = 0</p> <p>1 Full time supervisor = 3</p> <p>2 Full time supervisors = 5</p> <p>0 Part time manager = 0</p> <p>1 Part time manager = 5</p> <p>Less than 53 workers = 0</p> <p>53 number of workers = 5</p>	25	4, 7, 2, 7	<p>2. PROVISION OF STAFF</p> <ul style="list-style-type: none"> • Full time manager • Two (2) Full time supervisors • Part time manager • Number of workers

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SCORES TO BE ALLOCATED	WEIGHT	SUB WEIGHT (%)	EVALUATION CRITERIA
No information provided = 0 Information provided on part time workers = 5		5	<ul style="list-style-type: none"> Part time workers Important: (please provide evidence: staffing list) Compliance with sectoral determination for workers in urban areas (minimum wage).
No information provided = 0 Information provided for standard training or on duty training courses = 3 Information provided for both courses = 5	15	15	<ul style="list-style-type: none"> Standard training course Important: (please provide evidence: list of training needs specific to cleaning)
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 without the minimum number of the equipment listed below = 2 If the bidder mentioned any of the six to ten types of equipment covered below with the minimum number and type of equipment listed below = 3 If the bidder mentioned any of the eleven and above types of equipments covered	10	10	<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.


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SCORES TO BE ALLOCATED	WEIGHT	SUB WEIGHT (%)	EVALUATION CRITERIA
<p>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 are the acceptable:</p> <p>1. Six stepladders = 4 2. Vacuum cleaners = 25 3. Wet floor signages = 56 4. Small brooms and dustpan = 56 5. Mopping unit = 56 6. Wet extract carpet cleaning machine = 2 7. Window cleaning kits = 4 8. Wet and dry vacuum cleaners = 2 9. Air freshener = 87 10. Soap dispenser = 87 11. Paper towel dispenser = 87 12. Sanitary bin = 116 13. Toilet roll holders = 193 14. Wet wipes dispenser = 116</p>	15	5	<p>5. INSURANCE</p> <ul style="list-style-type: none"> • Unemployment insurance fund. • Compensation for occupational injuries and diseases. • Maximum of R2 million is required for Public liabilities.
<p>No information, uncertified or invalid copy provided = 0 Information (Certified valid copy of certificate) provided = 5</p>			
<p>No information, uncertified or invalid copy provided = 0 Information (Certified valid copy of certificate) provided = 5</p>		5	
<p>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.</p>		5	

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EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
<p>6. WORK PLAN</p> <ul style="list-style-type: none"> Bidders must submit a detailed work plan and a proposed draft service level agreement. 	10	10	<p>No information provided = 0 Proposed draft service Level Agreement without a workplan = 1 Workplan without a proposed draft Service Level Agreement = 2 Workplan and proposed draft Service Level Agreement submitted = 5</p>
<p>7. CONTINGENCY PLAN</p> <ul style="list-style-type: none"> Bidders must provide a contingency plan for COVID 19 including any other unnatural acts. 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. 	10	10	<p>No information provided = 0 Insufficient plan = 3 Detailed plan provided = 5</p>

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 bids with B-BBEE level one (1) to four (4) of contributor 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 be registered with the National Contract Cleaning Association (NCCA).

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

Please see paragraph 6.2 for the mandatory criteria.

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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 bids, 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.

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10.5.7 A maximum of twenty (20) points must be allocated for bids up to the value of R500,000.00.

10.5.6.2 Attach proof to substantiate the claim.

10.5.6.1 Study and complete the preference claim form (SBD 6.1) and ensure that it is signed.

10.5.6 In order for bidders to qualify for B-BBEE points, bidders need to:

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

10.5.5 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:

$$P_s = \text{Points scored for comparative price of bid or offer under consideration} = \frac{P_t}{\text{Comparative price of bid or offer under consideration}} = \frac{P_{min}}{\text{Comparative price of lowest acceptable bid or offer}}$$

Where:

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

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

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

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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 bid 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, then the successful bidder must be the one scoring the highest score in terms of the functionality (Scoring criteria).

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:

a) Management personnel;

b) Supervisors; and

c) Cleaners. Fulfillment:Part time.....

11.2 Address of Head Office.

11.3 Addresses of Regional Offices.

11.4 Business area.

11.5 Date since when the company renders cleaning services.

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

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BD 4.1 (b)

11.7 Annual turnover.

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

11.9 **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.

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

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

11.12 Details (type, make, model, number) of equipment to be used for the rendering of the services.

11.13 The names, identity numbers and street addresses of all partners must be indicated.

11.14 In cases where a person(s), partnership, close corporation or company, commences business for the first time, the following particulars must be furnished:

11.14.1 Who compiled or aided in the compilation of the business plan?

11.14.2 Who calculated or aided in the calculation of the bid prices?

11.14.3 Who acts in an advisory capacity to the company?

11.14.4 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 within a month.

13 PRICE ADJUSTMENTS

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

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NB: Prices for the first twelve months are firm.

13.2 NON-FIRM PRICES SUBJECT TO ESCALATION

13.2.1 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.

13.2.2 IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$P_a = (1-V)P_t \left(D1 \frac{R_{10}}{R_{1t}} + D2 \frac{R_{20}}{R_{2t}} + D3 \frac{R_{30}}{R_{3t}} + D4 \frac{D_{40}}{D_{4t}} \right) + VP_t$$

Where:

P_a = The new escalated price to be calculated.
 $(1-V)P_t$ = 85% of the original bid price. Note that P_t must always be the original bid price and not an escalated price.
 $D1, D2, \dots$ = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D1, D2, \dots$, etc. must add up to 100%.
 R_{1t}, R_{2t}, \dots = Index figure obtained from new index (depends on the number of factors used).
 R_{10}, R_{20} = Index figure at time of bidding.
 VP_t = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

13.2.3 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:.....% July 2021 120.2 (Domestic workers' wages) PO 141 table E122.0
- Transport:.....% July 2021 117.6 (Public Transport) PO 141 table E
- Cleaning materials/.....% July 2021 118.6 PO 141 table E

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- Chemicals (Supplies and services)
- Overheads% PO 141 table E
 - (Including profit) 121.8 July 2021
 - 100 % (Supplies and services)
 - 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 supervisor(s) 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, 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

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contract, to cover the risks as stipulated in this document. 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 15.2 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 two (2) 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, floor surfaces and areas that need to be cleaned.

17 CONTRACT CONDITIONS

17.1 **ROUTINE ACTIVITIES IN OFFICES:**

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

17.2 WORKMANSHIP AND MATERIAL:

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

17.2.2 All materials and chemicals 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.nrsc.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 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:

17.4.1 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.

17.4.2 The parties involved must agree mutually as to who will act as arbiter.

17.4.3 The arbiter must notify the parties in advance, regarding the remuneration for his services.

17.4.4 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 17.4.1 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.

17.4.5 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.

17.4.6 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.

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BD 4.1 (b)

- 17.4.7 The arbitrator may make any decision or allocation, which in his discretion is fair and appropriate.
- 17.4.8 The arbitrator 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.
- 17.4.9 The findings of the arbitrator may include an order, which instruct the unsuccessful party to pay the remuneration of the arbitrator as well as the expenses of the successful party.
- 17.4.10 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.
- 17.4.11 If a party withdraws from the arbitration it will be accepted that he consent to the arbitrator'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, attending of toilets and dressing rooms must be done by employees of the appropriate sex.
- 17.8 **UNACCEPTABLE CLEANING AGENTS:**
- 17.8.1 No equipments, utensils or agents that may damage the buildings, fittings, person(s) or contents shall be used. The DCS 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.

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17.10 WARNING BOARDS:

17.10.1 Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the cleaning services 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 DCS for the rendering of the services 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 DCS 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 liable 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 DCS against the contractor.

17.14 RECTIFICATION OF DAMAGES:

17.14.1 In the case of damages to carpets, furniture and equipment resulting from rendering the services, the contractor undertake to rectify the damage immediately to the satisfaction of the DCS. If the contractor fails to act immediately after notification, the DCS 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 DCS reserves the right to withdraw any part(s) of the premises or the premises as a whole from the services, 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.

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17.16 BREACH OF CONTRACT:

17.16.1 If the services 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 CONTRACT-OR:

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 services 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 bid is subject to both sub-contracting company and its personnel providing the service must be security cleared by appropriate authorities to the level of **CONFIDENTIALITY** including the sub-contractors. 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 DCS 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 DCS and the contractor indemnifies the DCS 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 contractor shall supply at all times the complement of

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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 the 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>

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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 for the first twelve (12) months.

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).

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BD 4.1 (b)

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 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.

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BD 4.1 (b)

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 Procurement Administration.

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/Directorate Contract management..

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:

$$Penalty = \left(V \times \frac{10}{100} \right) \times N$$

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."

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

BD 4.1 (b)

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/work done.

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 evaluation/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 person(s) 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(s) 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.

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Amended 29/03/2018

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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.

33 BRIEFING AND SITE INSPECTION

BD 4.1 (b)