



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Private Bag X393, PRETORIA, 0001. East Forum Building, 277 Arcadia Street, Hatfield, PRETORIA.
Tel (012) 420 0210, Fax (012) 342 4212, Email: Eunice.thakanyane@dcs.gov.za

Ref : 6/1/3/3/2
Enq : Eunice Thakanyane

The Manager

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

Sir/Madam

BID NO: GTC 01/2024: APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING SERVICES AND THE PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS.

The Department of Correctional Services requires the service as described per attached bid invitation.

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

Bidders must take note of the following:

- The closing date of the bid will be at **11h00 on 03 OCTOBER 2024** and will be valid for a period of **hundred and twenty (120) days** after the closing date.
- Bidders must take note that there is no compulsory site meeting/briefing session that will take place.
- Bids must be submitted in a sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.

- It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).
- A Compliance Checklist (BD 26) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.

The following documentation must be submitted with your bid:

- Women : Signed affidavit (signed off by SAPS) confirming gender or BBBEE certificate or sworn affidavit as per DTIC prescribed template
- Disability: An original or certified Medical certificate signed off by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS
- Black: Signed affidavit (signed off by SAPS) confirming race or BBBEE certificate or sworn affidavit as per DTIC prescribed template.
- Youth: Certified identity document or BBBEE certificate or sworn affidavit as per DTIC prescribed template
- Certified copies of your CIPC certificate.
- Certified copy(s) of ID document(s) of the directors/shareholders/members not older than six months
- A valid certified copy of the certificate on a letterhead signed by the NCCA confirming membership of the Bidder.

It will be expected of the successful bidder to honour his/her obligation to deliver the service after being notified of the acceptance of his/her bid and a formal order has been sent.

Yours faithfully



BAADJIES LGS
Regional Head Finance & SCM
 Date: 2024/09/09

Important Notice:

“Dear Supplier, Please be informed that registration on National Treasury Central Supplier Database (CSD) is opened. Prospective suppliers pursuing business opportunities within the South African Government from 1 April 2016 must self-register once on the Central Supplier Database.

For self-registration access the CSD site on www.csd.gov.za and follow the links. For enquiries 012 420 0210 or any other Government Department.”

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	GTC 01/2024	CLOSING DATE:	03 OCTOBER 2024	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING SERVICES AND THE PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID RESPONSE DOCUMENTS MAY BE POSTED TO: THE REGIONAL COMMISSIONER DEPARTMENT OF CORRECTIONAL SERVICES PRIVATE BAG X393 PRETORIA 0001					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: 1077 ARCADIA STREET HATFIELD FORUM EAST PRETORIA 0028					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			SPECIFICATION/ TECHNICAL PROPOSAL MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Thakanyane E		CONTACT PERSON	Ms Mahlangu D	
TELEPHONE NUMBER	012 420 0210		TELEPHONE NUMBER	012 420 0190	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Eunice.thakanyane@dcs.gov.za		E-MAIL ADDRESS	Delisile.Mahlangu2@dcs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					

POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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, 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:

.....



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

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

Name of Bidder..... Bid number: GTC 01/2024
Closing Time 11:00am on 03 October 2024

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 CLEANING SERVICES AND THE PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS.

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

NON-COMPULSORY SITE VISIT: Prospective bidders may visit the premises to determine the extent of the services required.

Date: 17-20 September 2024

Time: 09H00- 13H00

Venue: THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD

Enquiries regarding the Non-compulsory site visit can be directed to:

Mr Mokganyetsi at lepena.Mokganyetsi@dcs.gov.za (012 420 0201) or

Mr Nkotswe at Ronnie.RonnieNkotswe@dcs.gov.za (012 420 0208)



PRICE BREAKDOWN:

Basic salary per cleaner	R
Overtime x 1/3	R
Overtime x ½	R
Overtime double	R
Leave pay	R
Sick leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R
Any other allowance/s	R
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
Other cleaning materials		R / month
.....		
.....		
.....		
Overheads (including profit)		R / month
TOTAL ALL-INCLUSIVE TENDER PRICE		R / MONTH



"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.

Is the price firm for the first 12 months of this contract?

*	Yes	No
*	Yes	No

Is the offer strictly to specification?

*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	12 months from date of signing the contract
2 nd Adjustment	24 months from date of signing the contract



FACTORS:	PORTION (FRACTION) INDEX FIGURE	TABLES (CPI) BASE DATE
----------	------------------------------------	---------------------------

- Salaries: % PO 141 table E
(Domestic workers' wages)
- Transport: % PO 141 table E
(Public Transport)
- Cleaning materials/ Chemicals..... % PO 141 table E (Supplies and services)
- Overheads % PO 141 table E 119.8
- (Including profit) 100 % (Supplies and services)

**NB: The abovementioned information to be completed by the bidder.
(CPI = Consumer Price Index) applicable.**

- TO BE COMPLETED BY BIDDER.

(CPI = Consumer Price Index)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² 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.

SBD4

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{80/20 \cdot (Pt - P_{max})}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	7	
Youth	6	
Black	5	
People living with disabilities	2	
	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SPECIFICATION

DEPARTMENT OF CORRECTIONAL SERVICES: GAUTENG REGIONAL OFFICE

RENDERING OF CLEANING SERVICES AT HATFIELD FORUM EAST BUILDING

1. **PHYSICAL ADDRESS** : Department of Correctional Services
1077 Arcadia Street
Hatfield Forum East
Pretoria
0001

2. **SCOPE OF CLEANING CONTRACT**

2.1 Number of Floors : Five (5)
2.1.1 6 Floor : 902.02 square meters
2.1.2 5 Floor : 1018.18 square meters
2.1.3 4 Floor : 1018.18 square meters
2.1.4 3 Floor : 303.00 square meters
2.1.5 1 Floor : 608.00 square meters
Total : 3849.38 square meters

2.2 Number of Toilets : Twenty-one (21)
2.3 Number of Windows : Hundred-and-six (106)
2.4 Number of Tea Kitchens : Five (5)
2.5 Number of Sinks : Seven (7)
2.6 Number of levels of basement/ parking area: One (1)

PARKING BAYS

2.7 Any other

- ✚ Entrance and reception (4th floor)
- ✚ Stairs between floors 3-6

SPECIFICATION

3. Occupants

3.1 State approximate total number of occupants/ visitor at

Occupants : 120

Visitors : 30

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correctional services
Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF CORRECTIONAL SERVICES

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BID NO: GTC 01/2024: SPECIFICATIONS: APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING SERVICES AND THE PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS.

NO	DESCRIPTION/OR AREA OF COMPLIANCE	COMPLY	DO NOT COMPLY
The appointed service provider will be required to adhere to the following:			
1.	ENTRANCE OF 1st, 3rd, 4th, 5th & 6th FLOORS <ul style="list-style-type: none"> ➤ Wash glass door daily with water and window cleaner and dry it. ➤ Clean all aluminium frames once a week. ➤ Clean seat in waiting areas once a week & wash once (1) every six months. ➤ Clean flower pots. ➤ Sweep and mop floors each day done by (7H15). ➤ Empty all rubbish bins/ waste paper containers daily. ➤ All surfaces should be dusted daily. 		
2.	OFFICES		
2.1	Offices, Conference room, Computer room and Storeroom with carpets <p>3rd floor - 9 Offices & 1 reception 4th floors -30 Offices & 3 Storeroom 5th floor – 30 Offices, 1 conference room, 1 computer room & 2 Storeroom 6th floor -28 Offices, 1 conference room & 2 Storeroom</p> <ul style="list-style-type: none"> ➤ Vacuum on a weekly basis or when necessary. ➤ Carpets to be deep cleaned with an industrial carpet cleaner twice (2) a year. ➤ Dust daily the entire offices including ceiling. 		
2.2	Office and passages without carpets <p>4th floors - 4 passages 5th floor – 4 passages 6th floor – 2 Offices & 2 passages</p>		

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	<ul style="list-style-type: none"> ➤ Must be swept and cleaned on daily basis. ➤ The floor must be washed on a weekly basis. ➤ The floor must be cleaned when necessary. 		
2.3	Waste paper baskets/containers <ul style="list-style-type: none"> ➤ All rubbish bins in the offices & passages must be emptied and cleaned daily. ➤ All bins must have garbage bags ➤ All rubbish must be taken to the rubbish containers daily. ➤ Empty all waste bins at offices, Kitchen, Bathrooms and general areas daily ➤ All rubbish bins should be washed with an approved disinfectant. 		
2.4	Furniture, equipment, microwaves & fridges <ul style="list-style-type: none"> ➤ Polish furniture on a weekly basis. ➤ Fridges & microwaves must be cleaned daily and when necessary. 		
2.5	Telephones and Computers <ul style="list-style-type: none"> ➤ They must be dusted on a daily basis. ➤ Wipe off with a damp cloth daily. 		
2.6	Water containers <ul style="list-style-type: none"> ➤ All water containers & glasses must be cleaned on a daily basis and be refilled with clean & fresh water. 		
2.7	Statues, models, paintings & tapestries <ul style="list-style-type: none"> ➤ The cleaning of all items must be done when the need arises. ➤ The cleaners must liaise with their supervisor before cleaning all valuable 		

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	art pieces to ensure that no damages take place.		
2.8	Doors & doorframes <ul style="list-style-type: none"> ➤ They must be dusted weekly and washed if required, at least once a month. ➤ Doorknobs/handles must be wiped and sanitized (with 70% alcohol base sanitizer) on a daily base. ➤ Doorknobs/handles must be polished on a weekly basis. 		
2.9	Blinds and curtains <ul style="list-style-type: none"> ➤ Monthly dusting should be carried out. ➤ Wash & dry twice (2) a year. 		
2.10	Registration offices <ul style="list-style-type: none"> ➤ All cabinets & cupboards must be dusted weekly inside out without removing items. ➤ Arrangements must be made with occupant. 		
2.11	Computer room <ul style="list-style-type: none"> ➤ Clean daily & wipe computer with a dry micro-fibre cloth. 		
2.12	Stairs and Passages <ul style="list-style-type: none"> ➤ Stairs and passages must be swept and the hand rails must be wiped with disinfectant daily. ➤ Should entry to office or high traffic make it difficult to treat floors, it should be done before office hours. ➤ Stairs and passages must be washed if dirty and sticky ➤ Stairs and passages must be washed once (1) a week. ➤ Passages must be moped daily 		

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2.13	Windows <ul style="list-style-type: none"> ➤ Windows must be washed inside twice (2) a year, firstly within the first month of the commencement of the contract, and every six (6) months thereafter. 		
2.14	Conference room <ul style="list-style-type: none"> ➤ Clean, dust, and vacuum once a week. ➤ Dust and polish twice (2) a week, mainly on Mondays and Thursdays. ➤ Preparation of the venue before the meeting. ➤ Clean and wash of dishes after the meetings. 		
2.15	Kitchen (4) <ul style="list-style-type: none"> ➤ Floors to be swept & washed daily. ➤ Wash walls if dirty. ➤ Floors must be scrubbed & polished twice (2) a month. ➤ Wash private dishes for officials (DCS staff) daily. 		
2.16	Basement (1st floor, Parking Area) <ul style="list-style-type: none"> ➤ It must be cleaned weekly. ➤ Sweep and scrub vehicle oil leaks once a month. 		
2.17	Toilets (21) <ul style="list-style-type: none"> ➤ Toilets are to be done as the first task of the day (early in the morning) as soon as the cleaners starts daily work and also be checked and freshened up at least three (3) times a day. ➤ Wash urinals with antiseptic soap and water and place mothballs in each urinal daily. ➤ Use safe clean cloth to wash, dry and sterilize toilet and toilet seats daily. ➤ Wash and dry all basins daily. 		

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	<ul style="list-style-type: none"> ➤ Clean all areas around the basins & urinals as well as floors daily. ➤ Ensure that tiles/ walls are always clean & hygiene. ➤ Taps must be dried and rubbed until shinning. ➤ No loose bottles or cleaning materials must be left or stored in the toilets. ➤ Toilet paper, hand towels/ hand air dryer, she bins and hand soap will be supplied by the landlord every day. Cleaners should check at least three (3) times daily, whether the toilet paper & hand towels/ air dryer are available and remove rubbish lying on the floor. ➤ Check for leakages/blockages daily and report to the DCS official in charge. ➤ Supply deo blocks to maintain a clean and hygienic smell throughout the day. ➤ Condoms will be provided by the HIV/AIDS sub-directorate of the department. Each cleaner responsible for a particular ablution facility should check daily if there is a container and that the container is at least half full. If the container is not half full, the cleaner must request for additional supplies from the HIV/AIDS sub-directorate. Registers of supplies will be kept by the HIV/AIDS sub-directorate in order to monitor the supplies. Each cleaner will be required to sign the register upon receipt of the supplies for particular floor. If there is no container or it is damaged, the cleaner should inform the HIV/AIDS sub-directorate immediately so that arrangements can be made to repair or install a new one. ➤ Deep cleaning of toilets pipes is the responsibility of the landlord. 		
2.18	General <ul style="list-style-type: none"> ➤ At least one (1) cleaner must be employed and available at all times per floor. 		

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	<ul style="list-style-type: none"> ➤ The total number of all cleaners must be five (5) including the full-time supervisor. ➤ The supervisor must not be involved with cleaning services, but be responsible for inspecting, organising, supervising etc. ➤ The contractor should supply all cleaning agents, materials, machines, cloths, refuse bags as well as other items necessary to strictly adhere to the set requirements. ➤ The appointed supervisor should always be reachable by cell phone. ➤ Management of the cleaning company should inspect the whole building at least once (1) a month and have a meeting with corporate and security sections of the department to discuss problems if any. ➤ The auxiliary services must certify the invoice on a monthly basis before handing over to the supply chain section for payment of the account. ➤ All cleaners & supervisor must work from Monday to Friday (06h45 to 15h30). ➤ Lunch (12h00 to 12h45). ➤ Tea breaks (10h00 to 10h15). ➤ In case where a cleaner is absent from work, he/she must be replaced with another trained cleaner for the time of absence. ➤ All walls must be cleaned when necessary, but at least twice (2) a year. ➤ All cleaners & supervisor should wear uniform and be in a possession of an ID card with a photo, to enable access control to identify him/her as an employee of the cleaning company. ➤ Cleaners must wash the dishes in the various kitchens as well as offices when necessary. ➤ A low noise vacuum cleaner must be used. ➤ Provide new kitchen cloths on a monthly basis. 		
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DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT:

BID NO: GTC 01/2024: SPECIAL CONDITIONS: APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING SERVICES AND THE PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS.



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1. INTRODUCTION

- 1.1 The bid and all contracts emanating from the specification and special conditions of contract for the appointment of the service provider for cleaning services and provision of cleaning materials will be subjected to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 These conditions form part of the bid and failure to comply therewith shall invalidate the bid

2. CONTRACT PERIOD

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

3. REGISTRATION ON CENTRAL SUPPLIERS DATABASE AND NATIONAL CONTRACT CLEANERS ASSOCIATION

- 3.1 Bidders must register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self registration.
- 3.2 Bidder must be a member of the National Contract Cleaners Association (NCCA) or any other Cleaning Accreditation company.

4. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

- 4.1 Bidder must ensure that all certified copies comply with the regulation governing the administering of an oath or affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with this regulation will be regarded as invalid.
- 4.2 The department will only accept originally certified copies not older than six (6) months.



5. RESPONSE FIELDS

- 5.1 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.
- 5.2 Unless specifically provided for in the bid document, no bids transmitted by e-mail, telegram, facsimile or similar apparatus shall be considered.
- 5.3 The bid forms are drawn up so that certain essential information is furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate Annexure.
- 5.4 The bid forms should not be retyped or redrafted but photocopies may be prepared and used.
- 5.5 Bidders shall check the number of pages and satisfy themselves 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.
- 5.6 Failure on the part of the bidder to sign bid form (SBD 1), acknowledge and accept the conditions in writing or complete the attached forms, questionnaires and specification in all respects, may invalidate the bid.
- 5.7 The preference claim and other relevant forms 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 B-BBEE Certificate or original certified copy of B-BBEE certificates issued by Verification Agency accredited by SANAS (Accessible at www.SANAS.co.za/directory/bbEE.default.PHP);
 - OR
 - b) Sworn affidavits (original or a original certified copy thereof) in terms of Exempted Micro Enterprise/ Quality Small Enterprise;
 - c) Disability: Medical certificate signed off by the doctor.



6. DELIVERABLES

- 6.1 Bidders need to submit a detailed list of deliverables as required per the terms of reference to successfully render the required services.
- 6.2 Each deliverable need to be costed and a cost must be included in the pricing schedule (SBD 3.10).

7. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Mandatory Requirements	Functionality Evaluation	Financial Evaluation and awarding of bids
Compliance with mandatory requirements	Bids evaluated in terms of Preferential Procurement Regulations, 2022 and Internal DCS Procurement Policy	This bid will be awarded to the Bidder who scored the highest total number of points (price and specific goals)

7.1 Phase 1: Mandatory Requirements

- 7.1.1 Only bids complying with all requirements as stipulated in the General Conditions and Special Conditions of Contract will be regarded as acceptable.
- 7.1.2 The following mandatory criteria must be strictly adhered to. Non-compliance with these criteria will automatically invalidate your bid.

7.2 Tax Matters

- 7.2.1 It is a condition of this bid that the tax matters of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.
- 7.2.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 7.2.3 Bidder must be registererd on the **Central Supplier Database (CSD)** and provide its CSD number or TCS Pin as per SBD 1.



7.2.4 When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Suppliers Database.

7.2.5 **The bid will be awarded to the bidder who is tax compliant.**

7.3 **VALUE ADDED TAX**

7.3.1 All bid prices must be inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.

7.3.2 Failure to comply with this condition will invalidate the bid.

7.4 **BIDDER REGISTRATIONS**

Bidder must be a member of the National Contract Cleaners Association (NCCA) or any other Cleaning Accreditation company. Bidder must provide a valid certified copy of the certificate on a letterhead signed by the NCCA or any other Cleaning Accreditation company confirming membership of the Bidder.

7.5 **TECHNICAL PROPOSAL**

The bidder's response / proposal information required, must be as outlined in the Bid Specifications.

NB: Envelope 1 marked with the Name of the Bidder and Titled

APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS".

This Envelope must include all the bid documents and EXCLUDE the price proposal. Any inclusion of the price proposal (SBD 3.10) in envelope 1 will automatically invalidate your bid. All certified copies should not be older than six (6) months.



7.5.1 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 AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS".

Envelope 2 must contain a **detailed SBD 3.10 Pricing Schedule (Professional services)**

7.6 The following Bid documents must be completed in ink, signed and submitted in an original format

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

7.6.2 Fully completed and signed SBD 4 – Bidder's Disclosure

7.6.3 Fully completed and signed SBD 6.1 – Preferential Procurement Claim Form.

7.6.4 Fully completed SBD 3.10 – Pricing schedule

7.7 The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will invalidate your bid.

7.8 Non-compliance to paragraph 7 will invalidate the bid.

8 SITE INSPECTION

A site inspection is **NOT** compulsory however it can be arranged for the potential bidder upon request, to be conducted during the working hours at Forum East Building, 1077 Arcadia Street, Hatfield, Department of Correctional Services .

NB: Bidders will **NOT** be issued with the compulsory site inspection certificate as site inspection is not compulsory.

9 BIDDER'S DISCLOSURE (SBD 4)

It is important that bidders acquaint themselves with the content of the Bidder's disclosure (SBD 4).



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.

9.1 The Bidders disclosure (SBD 4) must be completed in full.

9.2 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.

10 PHASE 2: FUNCTIONALITY EVALUATION

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

- ✚ **Bidders will be expected to reach a minimum threshold score of 70% to be considered for further evaluation.**
- ✚ **The following Scoring methodology of (0 – 10) 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's relevant business experience and number of years within the operation, including company's relevant business profile and the 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 experience without both CVs and relevant company business profile = 1 1 to 2 years experience with CVs but without relevant company business profile = 2 1 to 2 years experience with relevant



EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
			<p>company business profile but without CVs = 2</p> <p>1 to 2 years experience supported by CVs and relevant company business profile of the executives team = 5</p> <p>3 to 5 years and more of experience without both CVs and relevant company business profile = 2</p> <p>3 to 5 years and more of experience with CVs but without relevant company business profile = 2</p> <p>3 to 5 years and more of experience with company business profile but without CVs = 2</p> <p>3 to 5 years experience supported by CVs and relevant company business profile of the executives team = 5</p> <p>5 years and above of experience supported by CVs and relevant company business profile of the executives team = 10</p>
<ul style="list-style-type: none"> A minimum of three (3) references which is relevant and verifiable references in either Private or Public Sector. <p><u>Important:</u> (please provide evidence)</p>	5		<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>
2. PROVISION OF STAFF		25	
<ul style="list-style-type: none"> Full time manager 	5		<p>0 Full time manager = 0</p> <p>1 Full time manager = 5</p>
<ul style="list-style-type: none"> One (1) Full time supervisor 	5		<p>0 Full time supervisors = 0</p> <p>1 Full time supervisor = 5</p>
<ul style="list-style-type: none"> Part time manager 	5		<p>0 Part time manager = 0</p> <p>1 Part time manager = 5</p>
<ul style="list-style-type: none"> Number of workers 	5		<p>Less than 5 workers = 0</p> <p>5 number of workers = 5</p>



EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
<ul style="list-style-type: none">Part time workers <p><u>Important:</u> (please provide evidence)</p>	5		No information provided = 0 Information provided on part time workers = 5
3. TRAINING <ul style="list-style-type: none">Standard training course	5	15	No information provided = 0 Information provided on relevant standard training courses proposed for workers = 5
<ul style="list-style-type: none">Training on the use of chemicals (provide attendance register)	5		No information provided = 0 Information provided on relevant on duty training courses proposed for workers = 5
<ul style="list-style-type: none">Training on the operation of equipments (provide attendance register) <p><u>Important:</u> (please provide evidence)</p>	5		No information provided = 0 Information provided on relevant standard training courses (more than specified cleaners) proposed for workers = 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.	15	15	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 = 2 If the bidder mentioned any of the five types of equipment covered below with the minimum number of the equipment listed below = 3 If the bidder mentioned any of the six to ten types of equipment covered below without the minimum number of the equipment listed below = 3



EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
			<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 = 4</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 = 4</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 = 10</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 stepladders = 2 2. Minimum number of the vacuum cleaners = 2 3. Minimum number of the wet floor signages = 5 4. Minimum number of the small brooms and dustpan = 5 5. Minimum number of mopping unit = 5 6. Minimum number of wet extract carpet cleaning machine = 1 7. Minimum number of window cleaning kits = 1 8. Minimum number of wet and dry vacuum cleaners = 1
5. INSURANCE		15	
<ul style="list-style-type: none"> • Unemployment insurance fund 	5		<p>No information, uncertified or invalid copy provided = 0</p> <p>Information (Certified valid copy of certificate) provided = 5</p>
<ul style="list-style-type: none"> • Compensation for occupational injuries and diseases 	5		<p>No information, uncertified or invalid copy provided = 0</p> <p>Information (Certified valid copy of certificate) provided = 10</p>
<ul style="list-style-type: none"> • Minimum of R2 million is required for Public liabilities 	5		<p>No document or invalid document provided = 0</p> <p>R2 000 000.00 and above = 5</p> <p>NB: All submitted documents must be</p>



EVALUATION CRITERIA	SUB WEIGHT (%)	WEIGHT	SCORES TO BE ALLOCATED
			certified.
7. CONTINGENCY PLAN <ul style="list-style-type: none">Company's Policies and Plans in place, in relation services interruptions(e,g Occupational Health & Safety)In case where a cleaner is absent from work, he/she must be replaced with another trained cleaner for the time of absence. (furnish copies of ID documentsReplacement of faulty equipmentReplenishment of chemicalsReplenishment of sanitation materialsAvailability of uniform and PPEs	10	10	No information provided = 0 Two (2) standby cleaners = 3 Four (4) standby cleaners = 5 Replacement of faulty equipment=3 Replenishment of chemicals=3 Replenishment of sanitation materials=3 Availability of uniform and PPEs=3 If company's meet all of the required as listed above=10
8. REGISTRATION WITH REGULATORY BODY <ul style="list-style-type: none">Bidders must be a member of regulatory body (National Contract Cleaners Association). (provide valid certified copy of the certificate)	5	5	No information provided = 0 Information (Certified valid copy of certificate) provided = 5
Total Points			100
Minimum Score Required			70



Bids will be evaluated by applying the below 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 The criteria and weights as per paragraph 10.1 will be applied during phase 2 of the evaluation process.

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

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

10.4.1 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

10.4.2 Only bidders who achieve the threshold score of 70 points will be short-listed to proceed to phase 3.

10.5 PHASE 3: AWARDING OF BIDS

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 for price and 20 for Specific Goals.



10.5.2 With regard to price quotations, the Preferential Procurement Regulation 2022 of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) 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 effected.

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.

Points will be allocated to a bidder in accordance with specific goals indicated on the table below:

SPECIFIC GOALS	Number of points (80/20 system)
Women	7
Youth	6
Black	5
Disability	2
Total	20

10.5.5 The following documentary proof must be submitted to claim for specific goals:

10.5.5.1 **Women:** Affidavit (signed off by SAPS) confirming 51% or more women ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.



- 10.5.5.2 **Disability:** Medical certificate signed off by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% or more directorship for disabled persons.
- 10.5.5.3 **Black:** Affidavit (signed off by SAPS) confirming 51% or more black ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- 10.5.5.4 **Youth:** Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- Note: For a bidder to qualify for preference points, ownership of 51% or more per procurement goal/historically disadvantaged individual must be obtained.**
- 10.5.6 **In order for bidders to qualify for specific goals 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 their claims.
- 10.5.7 The lowest acceptable price shall be used as basis to calculate the points on price.
- 10.5.8 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 specific goals points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.
- 10.5.9 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 specific goals.
- 10.5.10 In the event that two or more bidders are equal in all respects, the award must be decided by the drawing of lots.
- 10.5.11 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:

11.2 Number of staff presently employed, divided into Management personnel;

11.2.1 Supervisor; Fulltime:

11.2.2 Cleaners. Fulltime:

11.2.3 Address of Business Area.

11.2.4 Business area.

11.2.5 Date since when the company renders cleaning services.

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

11.2.7 Annual turnover.

11.2.8 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.

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

11.2.10 The names, identity numbers and street addresses of all partners must be indicated where persons, a partnership or a company comprising a partnership, bid.

11.2.11 In cases where a person, persons, partnership, close corporation or company, commences business for the first time, the following particulars must be furnished:

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

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

11.2.11.3 Who acts in an advisory capacity to the company?

11.2.11.4 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

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



13 PRICE ADJUSTMENTS

13.1 Formula

13.1.1 Prices submitted for this bid are firm for the first year and thereafter contractors can apply for two (2) price adjustments in the second and third year of the contract.

13.1.2 Price adjustments for cleaning services and provision of cleaning materials will be based on the Consumer Price Index (CPI) and Product Price Index (PPI).

13.1.3 Requests for prices adjustment(s) in the second year of the contract will be considered in terms of the following formula, defined areas of cost and defined periods of time.

13.1.4 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

13.1.5 The following price adjustment formula will be applicable for calculating contract price **adjustments (CPA)**.

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated.
V	=	Fixed portion of the bid price (15% or 0.15).
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price.
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

13.2 Formula component definitions

13.2.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.



13.2.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and DOES NOT represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period

13.2.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

Cost Component <i>(Specific to your commodity – well researched with the industry)</i> <i>Provision should be made in the item questionnaires for this breakdown</i>	% Contribution
D1- Salaries	
D2 - Transport	
D3 – Cleaning materials/ Chemicals	
D4- Overheads including profit	
D5 – Other, (specify)	
TOTAL (Cost components must add up to 100%)	100 %

13.2.4 Applicable indices / references

The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
D1- Salaries	P0141 table E (Domestic workers wages) CPI	Reference to specific Index and table. E.g. Table E CPI for Domestic workers wages
D2 - Transport	P0141 table E(Public transport) CPI	Table E - All Items
D3 - Cleaning materials/ Chemicals	P0141 table E (Supplies and services) CPI	Table E - All Items



D4- Overheads including profit	P0141 table E (Supplies and services) CPI	Table E - All Items
D5-Other,(specify)	P0141 table E (Supplies and services) CPI	Table E - Transport – Other Running Cost
		Documentary evidence to accompany Bid document at time of bidding and with claims

13.2.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date will be the month of the signing of the contract.

13.2.6 End Index Date

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods).

13.2.7 Price Adjustment Periods

Adjustment to contract prices 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	End Index Date	Dates from which adjusted prices will become effective	Dates until which adjusted prices will be effective
1 st Adjustment	12 months from date of signing the contract	12 months from date of signing the contract	On month thirteen (13) from date of signing the contract	Until month 18 from date of signing the contract
2 nd Adjustment	24 months from date of signing the contract	24 months from date of signing the contract	On month nineteen (25) from date of signing the contract	Until month 36 from date of signing the contract

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:..... % PO 141 table E
(Domestic workers' wages)
- Transport:..... % PO 141 table E
(Public Transport)
- Cleaning materials/ Chemicals..... % PO 141 table E
(Supplies and services)
- Overheads % PO 141 table E 119.8
- (Including profit) 100 % (Supplies and services)

NB: The abovementioned information to be completed by the bidder. (CPI = Consumer Price Index) applicable.



14 SUPERVISION

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 Department of Correctional Services and not to hold it liable against:
- 15.2 Any damage to Department of Correctional Services 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 Department of Correctional Services property by the successful bidder.
 - 15.2.1 Legal liability in respect of any claims which may be made against the Department of Correctional Services 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 Department of Correctional Services property;
 - 15.2.2 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 Department of Correctional Services property;
 - 15.2.3 Any legal cost or expenses reasonably incurred in connection with claims or actions against the Department of Correctional Services arising out of the foregoing including attorney and client costs.
- 15.3 For the proper fulfillment of the indemnity as provided for in paragraph 15.1, 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 15.1.1. The amount of such cover must be clearly stated. If the amount in the opinion of the Department of Correctional Services is not sufficient, the Department of Correctional Services reserves the right to call upon the successful bidder to increase the amount to the satisfaction of the Department of Correctional Services, at the successful bidder's expense.



- 15.3.1 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 Department of Correctional Services, the Department of Correctional Services 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.
- 15.3.2 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 supervisor/s 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.nrcs.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 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 full written documents of their 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 the case rests and 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 gender.
- 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 bid 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 bid 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.

18 LATE BIDS

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 PRICE AND PRICE QUALIFICATION

- 19.1 Prices submitted for this bid are firm for the first year and thereafter contractors can apply for two (2) price adjustments in the second and third year of the contract. (See paragraph 13 for Contract Price Adjustment based on CPI and PPI).
- 19.2 Prices shall be quoted in South African currency.
- 19.3 The bid prices shall be given in the units shown.
- 19.4 Prices must be inclusive of delivery cost and all taxes.

20 COMMUNICATION

- 20.1 Communication with the following officials will be allowed before the closing of the bid:
- a) For specifications / technical Proposal contact: Ms Mahlangu D
Tel: 012 420 0190
Email: Delisile.Mahlangu2@dcs.gov.za
 - b) Bid / Tender information: Thakanyane E
Tel: 012 420 0210. Email: Eunice.thakanyane@dcs.gov.za



20.2 Communication after the closing date of the bid must be in writing and addressed to the Regional Head: Finance & Supply Chain Management, Email: gwen.baadjies@dcs.gov.za

20.3 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.

21 COUNTER CONDITIONS

21.1 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.

22 PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

22.1 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.

22.2 **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.**

22.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Bidder's Disclosure).

23 FRONTING

23.1 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 condemns any form of fronting.
- b) The Department of Correctional Services, ensures that bidders conduct themselves in an honest manner throughout the bid evaluation processes, conduct or initiate the necessary enquiries and investigations to determine the accuracy of the representations made in the bid documents.



- 23.2 Taking the above into consideration, proof of 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.**

24 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 Forum East Building, 1077 Arcadia Street, Hatfield 0001.

25 VENDOR ASSESSMENT

- 25.1 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.
- 25.2 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:
- 25.2.1 Provide financial statement or letter from the accountant signed by their registered financial institution/bank confirming their financial ability and stability to execute the contract; or
- 25.2.2 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.
- 25.2.3 Omission to provide such proof will automatically invalidate your bid.
- 25.3 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.
- 25.4 **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.**

26 NEGOTIATIONS

- 26.1 The Department reserves the right to negotiate with bidders prior to the award of the bid.



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
- 29.4 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."
- 29.5 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/emailed to reach the department timeously and payment will be made within thirty (30) days after submission of the correct invoice.

30.1.3 The invoice should be original.

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.

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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15. Warranty
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17. Prices
18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation (NIP) Programme
34. Prohibition of Restrictive Practices

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 bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the

supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights **Page 5 of 14**

- 6.1 The supplier shall indemnify the purchaser against all third-party

claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

in SCC:

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>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</p>

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

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

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

34.3 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.

COMPLIANCE CHECKLIST TO ASSIST BIDDERS WITH COMPLETION OF BID DOCUMENTS

GTC 01/2024: APPOINTMENT OF A SERVICE PROVIDER FOR CLEANING SERVICE AND PROVISION OF CLEANING MATERIALS TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT FORUM EAST BUILDING, 1077 ARCADIA STREET, HATFIELD FOR A PERIOD OF THREE (3) YEARS.

Very important	Did you take note of the contents of the General Conditions of Contract and Special Conditions of Contract?	Yes	No
1.	PHASE 1: MANDATORY CRITERIA (See par 7.2 of the Special Conditions of contract)		
1.1	Did you take note that it is a condition of this bid that the tax matters of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations? (Special Conditions of contract par 7.2)		
1.2	Bidders must be a member of NCCA or any other Cleaning Accreditation Company (Special Conditions of contract par 7.4)		
1.4	Did you take note that bidders are required to comply with the attached National Department of Correctional Services Specification/ Description Cleaning Services and Provision of Cleaning Materials and must fill in writing whether they comply or not comply with the attached specification and any other additional information on the specification will disqualify the bidder.		
1.5	Did you take note that Non-Compliance on paragraph 7 will invalidate the Bid? (Special Conditions of contract par 7.8)		
2.	PHASE 2: FUNCTIONALITY EVALULATION		
2.1	Did you take note that bidders who achieve the threshold score of 70 points will be shortlisted to proceed to phase 3 (Special Conditions of contract par 10.4.2)		
3.	PHASE 3: AWARDING OF BIDS		
3.1	Did you take note that bidder who scored the highest total number of points in terms of the preference point systems (price and specific goals points), unless objective criterial in terms of section 2(1)(f) of the Act		

Very important	Did you take note of the contents of the General Conditions of Contract and Special Conditions of Contract?	Yes	No
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	justify the award of the bid to another bidder. (Special Conditions par 10.5.8)		
4.	<u>SUBMISSION OF BIDS</u>		
4.1	Did you take note that prices for this contract are firm for a period of one year ?		
4.2	Bids should be submitted in two separate sealed envelope or suitable cover on which the name and address, the bid number and the closing date must be clearly endorsed. (Special Conditions par 7.5)		
4.3	Did you complete and sign the SBD 1 (invitation to Bid Form) ? Did you list the directors of your company with their contact details?		
4.4	Did you complete the preference claim form (SBD 6.1)?		
4.5	Did you attach a certified supporting document of your claim?		

5.	<u>LATE PRICE QUOTATIONS</u>		
5.1	Bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the bidder at the address indicated in the envelope (Special Conditions par 18) .		
6.	<u>DECLARATIONS</u>		
6.1	Did you familiarize yourself with the contents of the Bidder's Disclosure (SBD 4) and did you indicate your declaration (if there is any applicable)?		
6.1.1	Did you sign the Bidder's disclosure SBD 4 form?		
7.	Take note that no late bids will be considered!		