



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PPSA 002/ 2023	CLOSING DATE:	01 DECEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF CLEANING SERVICES, INCLUDING DEEP CLEANING FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA) HEAD OFFICE FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Public Protector South Africa, 175 Lunnon Street, Hillcrest Office Park, Pretoria, 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mcathy Ramosibudi		CONTACT PERSON	Thabang Maswi	
TELEPHONE NUMBER	012 366 7014		TELEPHONE NUMBER	012 366 7079	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	McathyR@pprotect.org		E-MAIL ADDRESS	ThabangM@pprotect.org	
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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
(SERVICES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS AND MUST NOT OCCUR MORE FREQUENTLY THAN ONCE A YEAR. PRICES FOR THE FIRST YEAR MUST BE FIRM.

Name of Bidder.....	Bid number : PPSA 002/2023
Closing Time 11:00	Closing Date: 01 December 2023

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

ITEM CURRENCY NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA (INCLUDING VAT)
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APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF CLEANING SERVICES, INCLUDING DEEP CLEANING FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA) HEAD OFFICE FOR A PERIOD OF THREE (3) YEARS

- 1. Basic salary cleaner R
- 2. Basis salary Supervisor R
- 3. Leave pay R
- 4. Sick Leave R
- 5. UIF R
- 6. Workman Compensation R
- 7. Provident fund R
- 8. Any other allowance(s) R
- 8.1 R
- 8.2 R
- 9. Cleaning services R
- 10. Hygiene services R
- 11. Pest Control R
- 12. Consumables R

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APPOINTMENT OF THE SERVICE PROVIDER TO PROVIDE CLEANING SERVICES, INCLUDING DEEP CLEANING FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA) HEAD OFFICE FOR A PERIOD OF THREE (3) YEARS

- 13. Total monthly cost per cleaner R
- 14. Total monthly cost per supervisor R
- 15. Total Bid Price (excluding VAT) R
- 16. VAT R
- 17. Total Bid Price (Including VAT) R

Note: It is compulsory to complete SBD 3.2 and you can attach detailed separate Pricing on the Bid document.

Note: It is compulsory to complete detailed pricing schedule as per various offices

DETAILED PRICING SCHEDULE FOR HEAD OFFICE

PROJECT COST STRUCTURE

1. Bidders shall:

- Quote rates that **include** value added tax;
- Quote rates that **include** the cost of all labour, equipment, materials and consumables required to execute the service as described in specification;

NAME OF BIDDER / SUPPLIER.....

2. COSTING PER MONTH AND PER ANNUM:

Description	Quantity	Year 1 Costing		Year 2 Costing		Year 3 Costing	
		12 months		12 months		12 months	
		(From 01 April 2024- 31 March 2025)		(From 01 April 2025- 31 March 2026)		(From 01 April 2026- 31 March 2027)	
		Monthly Cost Including 15% VAT	Annual Cost Including of 15% VAT	Monthly Cost Including 15% VAT and escalations	Annual Cost Including 15% VAT and escalations	Monthly Cost Including 15% VAT and escalations	Annual cost Including 15% VAT and escalations
Cleaning staff	6 including the supervisor	R	R	R	R	R	R
Grand total Year 1 + Year 2 + Year 3 (Including 15% VAT and escalations): R							

3. Consumables Cost Breakdown: (The total consumables cost per month/annum)

3.1 NB: All chemicals must be SABS approved

REQUIREMENTS CONSUMABLES	Year 1 Costing			Year 2 Costing		Year 3 Costing 12 months	
	12 months (From 01 April 2024- 31 March 2025)			12 months (From 01 April 2025- 31 March 2026)		12 months (From 01 April 2026- 31 March 2027)	
	Required monthly quantities	Monthly cost including 15% VAT	Annual cost including 15% VAT	Monthly cost including 15% VAT and escalations	Annual cost including 15% VAT and escalations	Monthly cost including 15% VAT And escalations	Annual cost including 15% VAT and escalations
Toilet rolls 2 Ply (48 in Pack)	20 Bales	R	R	R	R	R	R
Furniture polish liquid	15L	R	R	R	R	R	R
Furniture spray: Mr Min “or equivalent”	12 Tins	R	R	R	R	R	R
Sensory Air freshener spray	12	R	R	R	R	R	R

Airwick “ or equivalent ”							
Liquid Air-Freshener	25L	R	R	R	R	R	R
Paper Hand Towel (6 in pack)	15 x 6 in pack = 90	R	R	R	R	R	R
Hand Soap foam	25L x 2 = 50liters	R	R	R	R	R	R
Dishwashing Liquid	30L (25L + 10L)	R	R	R	R	R	R
Thick Bleach	25L	R	R	R	R	R	R
Handy Andy “ or equivalent ”	25L	R	R	R	R	R	R
Window cleaner	1.5L	R	R	R	R	R	R
Toilet Bowl thick/Chemical	25L	R	R	R	R	R	R
Pine Gel	25L	R	R	R	R	R	R
Alcohol Base Sanitizer	15L	R	R	R	R	R	R
P-Mat (Pack of	3 Packs	R	R	R	R	R	R

12)							
Tile Brite (for Strong Rooms Floor)	10L	R	R	R	R	R	R
Green Scrub (Pack of 12)	1 pack	R	R	R	R	R	R
Refuse bags (big black) 30 per pack	20 Packs	R	R	R	R	R	R
Refuse bags (small black) 30 per pack for office bins	30 Packs	R	R	R	R	R	R
Small Sanitary plastic wraps (Pack of 100)	2 packs	R	R	R	R	R	R
She bins refuse bags (30 per pack)	3 packs	R	R	R	R	R	R
Total		R	R	R	R	R	R
Grand total Year 1 + Year 2 + Year 3 (Inclusive of 15% VAT and escalations): R							

N.B Cleaning material for each month to be delivered on the 5th of each month as per the above specifications and quantity.

4. Deep Cleaning

Description	Quantity	Year 1 Costing 12 months (From 01 April 2024- 31 March 2025) Quarterly / (4) times a year		Year 2 Costing 12 months (From 01 April 2025- 31 March 2026) Quarterly / (4) times a year		Year 3 Costing 12 months (From 01 April 2026- 31 March 2027) Quarterly / (4) times a year	
		Quarterly Cost Including 15% VAT	Annual Cost Including of 15% VAT	Quarterly Cost Including 15% VAT and escalations	Annual Cost Including 15% VAT and escalations	Quarterly Cost Including 15% VAT and escalations	Annual cost Including 15% VAT and escalations
Deep cleaning of all carpeted areas and tiled surfaces at the time to be agreed upon with the employer	Quarterly	R	R	R	R	R	R
<p>Grand total Year 1 + Year 2 + Year 3 (Inclusive of 15% VAT and escalations): R</p>							

5. Other costs if applicable

Description	Quantity	Total price
Grand total including 15% VAT		R

6. Total Cost over 3 years (Including 15% VAT and escalations) in words:

.....

NB: The Bidder warrants by signing below that the pricing quoted above is free of any errors or omissions and that he/she is able to deliver the contract on the prices quoted.

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

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.

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 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

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.

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

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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:

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

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)
Historically Disadvantaged individual (HDI)		
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	
Enterprises with ownership of 51% or more by person/s who are women	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprise with ownership of 51% or more by person/s with disability	2	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/s who are women or less than 51% by person/s who are youth or less than 51% by person/s with disability	0	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name _____ of company/firm.....

4.3. Company _____ registration _____ number: _____

4.4. 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]

4.5. 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:

.....

.....

.....



TERMS OF REFERENCE AND CONDITIONS OF BID

APPOINTMENT OF THE SERVICE PROVIDER FOR THE PROVISION OF CLEANING SERVICES, INCLUDING DEEP CLEANING FOR PUBLIC PROTECTOR SOUTH AFRICA (PPSA) HEAD OFFICE OVER A PERIOD OF THREE (03) YEARS

BID NUMBER: PPSA 002/2023

ISSUE DATE: 09 NOVEMBER 2023

COMPULSORY VIRTUAL BRIEFING SESSION DATE: NOT APPLICABLE

CLOSING DATE AND TIME OF BID: 01 DECEMBER 2023 @ 11H00

BID VALIDITY PERIOD: 120 DAYS

ABBREVIATIONS

B-BBEE – Broad Based Black Economic Empowerment

CSD – Central Supplier Database

CV – Curriculum Vitae

DTI – Department of Trade and Industry

FICA – Financial Intelligence Centre Act

NPA – National Prosecuting Authority

PIN – Personal Identification Number

PPPFA – Preferential procurement Policy Framework Act

PPSA – Public Protector South Africa

RFP – Request For Proposal

SARS – South African Revenue Services

SBD – Standard Bidding Document

SLA – Service Level Agreement

SMME – Small Medium and Micro Enterprise

TCS – Tax Compliance Status

TOR – Terms of reference

1. INTRODUCTION

1.1. Public Protector South Africa (PPSA) is a Chapter 9 institution constituted under Section 182 of the Constitution of the Republic of South Africa, in which the PPSA has the power to:

1.1.1 Investigate any conduct in state affairs or in the public administration in any sphere of government that is alleged or suspected to be improper or that will result in impropriety or prejudice.

1.1.2 Report on that conduct; and

1.1.3 Take appropriate remedial action.

1.2 PPSA is independent and subject only to the Constitution and the law, always impartial and must exercise its powers and perform its functions without fear, favour or prejudice. PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. PPSA has the power as regulated by the national legislation to investigate any conduct in state affairs, or in the public administration in any sphere of government that is alleged or suspected to be improper or to result in any impropriety or prejudice.

2. BACKGROUND

2.1. Currently PPSA Head Office has an active contract for the provision of cleaning services, including deep cleaning, which is expiring on 31 March 2024, hence there is a need to appoint the new service provider for the provision of the services upon expiry of the contract.

3. OBJECTIVE OF THE BID

3.1 Appointment of the service provider for the provision of cleaning services, including deep cleaning for Public Protector South Africa (PPSA) Head Office over a period of three (03) years. **The office may relocate to the alternative office space within fifteen (15) kilometer radius.**

3.2 Below is the summary of the office where the services will be required and the contract expected start date:

ID	Office name	Delivery address	Office size	Staff compliment	Total number of cleaners required	Contract expected start date	Contract expected end date
1	Head Office	189 Lunnon Street, Hillcrest Office Park	Basements x 2 Ground Floor 1 st Floor 2 nd Floor 4175m ² and 153 Parking Bays	180 staff members	6 Including the Supervisor (Monday to Friday)	1 April 2024	31 March 2027

4. Scope of work: Cleaning services including Deep cleaning

4.1 The total area of the floor space to be cleaned includes:
Egret Building (Public Protector House 4175m²):

Description	Quantity
Number of floors with offices	Ground, First and Second Floors
Female rest rooms	10
Gentlemen rest rooms	6
Disability Toilets	3
Visitor's Toilets	2
Number of cubicles	21
Courtyard	0
Offices	92
Number of kitchens	6
Conference Room	1
Boardrooms	2 + 1 (Private Office)
Meeting/Consultation rooms	3
Reception	2
Balconies	6
Open plan offices	3
Security Control Room	1
Server Room/Network Room	2
Storerooms	3
Stair-cases	3, B1 and B2
Floor covered with either carpets or tiles	Tiles and Carpets
Windows fitted with either blinds or curtains	Blinds
Balcony	3

4.2 Required service intervals

AREA OF SERVICE	FREQUENCIES	SERVICES REQUIRED
RECEPTION AREA		
• Sweep and damp mop	Daily	Yes
• Clean doormats	Daily	Yes
• Spot clean all marks from walls, partitioning glass and light switches	Daily	Yes
• Cleaning of glass doors	Daily	Yes
• Polish reception counter	Daily	Yes
• Dust and clean vending machine	Daily	Yes
PAUSE AREAS		
• Dust, sweep, damp mop, (scrub & wash)	Daily	Yes
• Maintain refuse bin in tidy condition	Daily	Yes
• Empty bins regularly and	Daily	Yes

remove refuse bags		
• Clean chairs and tables	Daily	Yes
ARTIFICIAL POT PLANTS		
• Dust, wipe and clean pot plants with water	Twice a month	Yes
• Watering of pot plants	Twice a month	Yes
WASTE DISPOSAL		
• Empty and clean waste bins/receptacles	Twice daily	Yes
• Remove all waste to specified area	Daily	Yes
OFFICES		
• Vacuum carpets, rugs and upholstery furniture	Once a week	Yes
• Wipe all desks and tops of drawers units and chairs	Daily	Yes
• Empty waste receptacles	Daily	Yes
• Dust telephones, picture frames and vertical blinds	Daily	Yes
• Spot clean all marks from walls partition glass, light switches, doors and handles	Daily	Yes
• Polish desks	Once a week	Yes
• Damp wipe vinyl or leather covered furniture	Once a week	Yes
• Keep partition glass clean	Daily	Yes
• Clean all water bottles also in pause areas	Daily	Yes
• Clean air conditioners and fan grills	Once a week	Yes
• Clean fridges in offices	Once a month	Yes
BOARDROOMS		
• Polish furniture	Once a week	Yes
• Vacuum upholstered furniture, clean carpets	Once a week	Yes
• Dust furniture and equipment	Daily	Yes
• Cleaning of cutlery and crockery for before and after meetings	As an when required	Yes
FLOOR MAINTENANCE		
• Heavy traffic areas to be swept, damp mopped, scrubbed and if and where necessary strip and seal	Daily	Yes
RUGS AND CARPETING		
• Vacuum clean thoroughly heavy traffic areas and all other areas	Once a week	Yes

TOILETS		
• Clean and sanitize all fixtures, washbasins, chrome fittings and dispensers, toilets, toilet seat, urinals and basins	Daily	Yes
• Clean all bright metal surfaces and mirrors	Daily	Yes
• Sweep and wet mop floors with disinfectant	Daily	Yes
• Empty all waste containers/replace liners as needed	Daily	Yes
• Replenish toilet paper, hand soap and paper hand towels as and when required	Daily	Yes
• Damp clean and disinfect walls, partitions, ledges, sills, counters, doorframes and handles	Daily	Yes
• Replenish seat wipes/sanitizes	Daily and when necessary	Yes
• All services relating to toilets e.g. dispenser and disposer sanitizers, sensory air fresheners and sanitary bins	Daily and as and when necessary	Yes
• Replenish the hand lotion	Daily and as and when necessary	Yes
KITCHENS-COMMON AREAS		
• Mopping and cleaning of kitchen floors	Daily	Yes
• Scrubbing	As and when necessary	Yes
• Cleaning of counters, equipment and cupboards	Daily	Yes
• Cleaning of cutlery and crockery in the kitchen	Daily	Yes
• Clean fridges in the kitchens and offices	Once a month	Yes
PATIOS		
• Sweep and keep litter free	Daily	Yes
• Clean rails	Daily	Yes
• Cleaning and dusting of furniture	Daily	Yes
STAIRS, HANDRAILS AND FIRE ESCAPES		
• Dust hand railings and fittings	Daily	Yes
• Maintain landings, risers and threads according to type	Daily	Yes
• Remove spider webs	As and when necessary	Yes
• Sweep fire escape	Daily	Yes
• Clean fire escape	Once a week	Yes

• Mop stairs	Daily	Yes
LIFTS AND LIFT LOBBIES		
• Inside and outside cleaning including mirrors	Daily	Yes
DUSTING		
• Dust all horizontal surfaces (low level)	Daily	Yes
• Dust all high ledges and fittings and air conditioner	Once a week	Yes
• Dust all vertical surfaces (walls, cabinets to a height of 2m)	Daily	Yes
WALLS AND PAINT WORK		
• Spot clean glass doors and all types of walls	Daily	Yes
• Dust artefacts	Daily	Yes
WINDOWS (COMMON AREAS)		
Cleaning of common area windows only (up to 2m internally)	Once a week	Yes

GLASS AND METAL WORK		
• Spot clean glass doors	Three times a week	Yes
• Clean and polish all bright metal fittings	Once a week	Yes

VERTICAL / VENETIAN BLINDS		
• Dust	Weekly	Yes

WALKWAYS/BUILDING SURROUNDINGS		
• Sweep	Three times a week	Yes

MISCELLANEOUS		
• Polish desks and office furniture	Daily	Yes
• Vacuum cloth covered furniture	Quarterly	Yes
• Deep clean cloth covered furniture	Quarterly	Yes

5. EVALUATION PROCESS:

The bid will be evaluated in four (4) phases as outlined below:

5.1. Phase1 evaluation: Bidders must **ensure that they** complete and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time:

5.1.1. Signed SBD 1: Invitation to Bid

5.1.2. Fully completed SBD 3.2: Pricing Schedule

5.1.3. Signed SBD 4: Bidders Disclosure

5.1.4. Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations, 2022

5.1.5. Submit proof for the points claimed under specific goals.

5.2 Phase 2 evaluation: Below is mandatory required documents which must be submitted with the bid document and only bidders that have submitted all the documents will be evaluated for functionality. Non submission of all mandatory documents may disqualify the bidder.

5.2.1 Submission of proof that the bidder is registered with **Unemployment Insurance Fund (UIF)**. Due diligence may be conducted to confirm the information provided. This will be verified on an annual basis.

5.2.2 **Submit a letter of good standing** from Compensation Fund for **Compensation for Occupational Injuries and Diseases Act (COIDA) (submit valid certificate)**. The certificate to be valid for the whole contract period. This will be verified on an annual basis.

5.2.3 Submit proof of public liability (insurance policy or a letter of intention for insurance),

5.2.4 **The bidder must be registered on Central Supplier Database (CSD):** The bidder must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).

5.3 Phase 3 evaluation will be conducted in two phases namely: Functionality A and Functionality B: Only bidder that have submitted all required mandatory documents as outlined in phase 2 will qualify for phase 3 (**Functionality A: evaluations**). Bidders will be assessed on their capability to provide the service. Only bidders that have scored 60 points out of 80 points on **Functionality A** as per evaluation criteria outlined below will be further evaluated for **Functionality B**.

Criteria	Weight 100/100	Sub-criteria
Functionality A Evaluations (80/100)		
<p>Company experience in providing cleaning services.</p> <p>NB: The bidder must submit signed reference letter/s from previous clients where the cleaning services were successfully deployed. All letters must be on the company letter head of the referee and signed by the referee. The referees must be contactable and the contact details provided must include:</p> <ul style="list-style-type: none"> ✓ Contact Person. ✓ Organisation/ Company name. and ✓ Cell number/Office number <p>The reference letters must indicate the contract start date and end date and also proof that the contract was successfully completed over the past five years</p>	20/100	<ul style="list-style-type: none"> • Bidder with more than 5 years' experience in supplying cleaning services = 5 • Bidder with more than 4 to 5 years' experience in supplying cleaning services = 4 • Bidder with more than 3 to 4 years' experience in supplying cleaning services = 3 • Bidder with more than 2 to 3 years' experience in supplying cleaning services = 2 • Bidder with 1 – 2 years' experience in supplying cleaning services = 1 • Bidder with less than 1 year experience in supplying cleaning services = 0

<p>Company experience: Number of contracts successfully handled over the past five years.</p>	<p>20/100</p>	<ul style="list-style-type: none"> • Bidder has successfully handled five (5) cleaning services contracts over the past five years = 5 • Bidder has successfully handled four (4) cleaning services contracts over the past four years = 4 • Bidder has successfully handled three (3) cleaning service contracts over the past three years = 3 • Bidder has successfully handled two (2) cleaning services contracts over the past two years = 2 • Bidder has successfully handled one (1) cleaning services contract over the past one year = 1 • Bidder that has not successfully handled cleaning services contract in less than one year = 0
<p>Company experience: Number of signed reference letters submitted</p>	<p>20/100</p>	<ul style="list-style-type: none"> • If the bidder submitted five (5) or more signed reference letters from client where the cleaning services was successfully provided = 5 • If the bidder submitted four (4) signed reference letters from client where the cleaning services was successfully provided = 4 • If the bidder submitted three (3) signed reference letters from client where the cleaning services was successfully provided = 3 • If the bidder submitted two (2) signed reference letters from client where the cleaning services was successfully provided = 2 • If the bidder submitted one (1) signed reference letter from client where the cleaning services was successfully provided = 1 • If the bidder did not submit any signed reference letter from client where the cleaning services was successfully provided = 0
<p>Company experience: The value of the contract handled</p>	<p>20/100</p>	<ul style="list-style-type: none"> • The bidder has previously handled cleaning services contracts of above R 3 million = 5 • The bidder has previously handled cleaning services contracts of above R 2,5 million up to R 3 million = 4

		<ul style="list-style-type: none"> • The bidder has previously handled cleaning services contracts of above R 2 million up to R 2,5 million = 3 • The bidder has previously handled cleaning services contracts to the value of above R1 million up to R 2 million = 2 • The bidder has previously handled cleaning services contracts to the value of at least R 1 million = 1 • The bidder has previously handled cleaning services contracts to the value of less than R 1 million = 0
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Functionality B (20/100)

Site inspection will be conducted on all **bidders that scored 60 points and above out of 80 points**. The evaluation team will visit the nearest bidder's client site to assess and confirm the information as outlined below. Due to cost containment measures the due diligence will be conducted in any form such as video-conferencing process where the BEC member/s who is/are based near the site will do the visit. The BEC member/s onsite will have to connect through video system with other members or by means of taking pictures which will be used by all BEC members as form of verification). The qualified bidder will then be scored based on verification / assessment done during the due diligence. Only bidders that scored **70 points out of 100 points** which will be combination of Functionality A and Functionality B will be further evaluated for phase 4 evaluations Pricing and specific goals.

Site inspection: The evaluation team will visit one of the nearest bidder's client site	20/100	<p>The following information will be verified during the due diligence:</p> <ol style="list-style-type: none"> (1) Availability of the cleaning equipment and to verify their working condition (2) Provision of branded uniform and safety gear (3) Availability of cleaning materials whether the products supplied comply with SABS (4) Confirm client satisfaction (5) Verify availability of cleaners' roster in the bathrooms, checklist and to verify if the roster is updated regularly <ul style="list-style-type: none"> • If the bidder's client site complies with all of the above five (5) requirements = 5 • If the bidder's client site complies with at least four (4) of the above requirements = 4
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		<ul style="list-style-type: none"> • If the bidder's client site complies with at least three (3) of the above requirements = 3 • If the bidder's client site complies with at least two (2) of the above requirements = 2 • If the bidder's client site complies with at least one (1) of the above requirements = 1 • If the bidder's client site does not comply with any one of the above requirements = 0
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5.4 **Phase 4 evaluation:** Only bidders that qualified through the functionality evaluations (scored at least 70 points and above on combined **Functionality A + Functionality B** scores) will be further evaluated for **Pricing and Specific goals:** Price (80/20).

5.4.1 **Pricing is 80**

5.4.2 **Specific goals are 20**

A Maximum of 20 points may be awarded to a tenderer for specific goals specified for the tender as follows:

Specific goals	Points
Historically Disadvantaged individual (HDI)	
Enterprises with ownership of 51% or more by person/s who are black person/s.	10
Enterprises with ownership of 51% or more by person/s who are women	5
Enterprises with ownership of 51% or more by person/s who are youth	3
Enterprise with ownership of 51% or more by person/s with disability	2
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/s who are women or less than 51% by person/s who are youth or less than 51% by person/s with disability	0
Total	20

5.4.1.1 The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.

5.4.1.2 The contract will be awarded to the tenderer scoring the highest points.

5.4.1.3 A contract may be awarded to a tenderer that did not score the highest number of points, only in accordance with section 2(1) (f) of the Act.

5.4.1.4 If two or more tenders score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

6. Delivery addresses

6.1 Bidder to refer to table indicated in clause 2 above.

7. Pricing

7.1 Bidder must complete detailed pricing schedule and transfer the total project cost into SBD 3.2

PART B: ADDITIONAL REQUIREMENTS AND CONDITIONS OF BID

8. ADDITIONAL REQUIRED INFORMATION

8.1. Company profile

8.1 Bidders must furnish the following information clearly indicated per annexure regarding their company as part of the bid. Where not applicable, it must clearly be indicated as such:

8.1.1 Personnel complement, divided into -

8.1.1.1 Management personnel;

8.1.1.2 Supervisors; and

8.1.1.3 Workers. Full time: Part time:

8.1.2 Composition in terms of shareholding

8.1.3 Address of Head Office.

8.1.4 Addresses of regional offices/branches

8.1.5 Bidders to indicate date from when the company commenced its operations.

8.1.6 Bidders to provide the details of completed contracts for the appointment of the service provider for the provision of cleaning services, including deep cleaning to Public Protector South Africa (PPSA) Head office over a period of three (03) years. Submit a signed reference letters / contracts where the provision of cleaning services was successfully provided over the past five (05) Years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.

8.1.7 Bidders to indicate their company financial position i.e. annual turnover.

8.1.8 Bidders to submit the names, postal address and telephone number(s) of banker(s) and the name of the contact person where financial enquiries may be answered.

8.1.9 Bidders to submit the name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.

8.1.10 Bidders to indicate the name, identity numbers and street addresses of all partners must be

indicated where persons, who are a partnership or a company / Joint Ventures / Consortium comprising a partnership, tender.

9. Previous experience

9.1 Bidders must submit written and signed reference letter/s from previous clients where the provision of cleaning services were successfully provided. Provide signed reference letters that indicates the following:

9.1.1 Value of the project,

9.1.2 Contract period and

9.1.3 The industry/sector where the contract was carried out.

9.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.

10. CONDITIONS OF BIDS

10.1 PPSA reserve the rights:

10.1.1 The PPSA reserves the right to disqualify any bidder which does not comply with any one or more of the required information as indicated below:

10.1.2 If the bidder/s submit their bids without all the data and information requested.

10.1.3 Proposal that did not submit mandatory documents stipulated in the RFP document;

10.1.4 Proposal that fails to comply with the specification.

10.1.5 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue, or inaccurate information.

10.1.6 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;

10.1.7 Bidders who receive information not available to other potential bidders through fraudulent means;

10.1.8 Bidder local content requirement does not comply with National Treasury designated sectors as updated from time to time.

10.1.9 PPSA further reserve the right to:

10.1.9.1 Not to award or cancel this bid at any time.

10.1.9.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.

10.1.9.3 To award in part or in full.

- 10.1.9.4 To award this bid to one or more bidders.
- 10.1.9.5 To negotiate prices of items that are contracted and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.
- 10.1.9.6 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.
- 10.1.9.7 To carry out explanatory meetings to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder's corporate offices and / or at client sites if so required.
- 10.1.9.8 To award the contract to a Bidder whose bid was not the lowest in price.
- 10.1.9.9 To award the bid to a Bidder who is not the highest scoring Bidder.
- 10.1.9.9 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 10.1.9.10 To amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPSA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- 10.1.9.11 Not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.
- 10.1.9.12 To request all relevant information, agreements and other documents to verify information supplied in the bid response.
- 10.1.9.13 To conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members

11. Undertakings by the Bidder

- 11.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 11.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this RFP.

- 11.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 11.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- 11.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.
- 11.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.
- 11.7 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- 11.8 Any enquiries must be referred, in writing, to the specified persons.

12. Contract requirements

12.1. Contract period

- 12.1.1 The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. This is once off purchase.

12.2 General terms and conditions of contract

- 12.2.1 Bidders must complete the attached the General Terms and Conditions of the contract.

13. Price basis

- 13.1 Bidders shall take into account that PPSA's total requirements will be allocated to one bidder.
- 13.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included:
- 13.2.1 For PPSA to be in a position to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide all inclusive pricing.
- 13.3 Bidders shall quote on the basis indicated in the Pricing Schedule.
- 13.4 Prices tendered for must be inclusive of all required deliverables as per specification.

- 13.5 PPSA requires an all-inclusive and fully transparent cost structure.
- 13.6 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.
- 13.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.
- 13.8 Bidders must warrant to PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.

14. Payment terms

- 14.1 The standard 30 day payment period will apply on the payment of all invoices from receipt of valid invoice.

15. Tax clearance certificate

- 15.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.
- 15.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at improving compliance and making it easier for taxpayers to manage their tax affairs.
- 15.3 Implementation of the tax compliance status system:

15.3.1 In order to comply with the new TCS system and the condition of bids that a successful bidder's tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:

15.3.1.1 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Services' Tax compliance status system housed on eFiling.

15.3.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,

15.3.1.3 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on the Central Supplier Database.

15.4 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance

Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

15.5 Accounting Officers are therefore required to accept printed or copies of Tax Clearance Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.

15.6 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website www.csd.gov.za to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification should then be attached to the supplier's records for audit purposes.

16. Counter Conditions

16.1 Bidder's attention is drawn to the fact that amendments to any of this condition of bid by bidders may result in the invalidation of the bids.

17. Fronting

17.1 The PPSA support the Broad Black Based Economic Empowerment and recognises that the real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.

17.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

18. Promotion of Emerging Black owned bidders

18.1 It is the PPSA's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

19. Supplier Performance Management

19.1 Supplier Performance Management is viewed by the PPSA as a critical component in ensuring value for money acquisition and good supplier relations between the PPSA and all its suppliers.

19.2 The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the PPSA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to PPSA's business.

19.3 Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

20 Supplier Development

20.1 The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or designated group which are at least 51% owned by:

20.1.1 black people

20.1.2 black people who are youth

20.1.3 black people who are women

20.1.4 black people that formed a cooperative (primary, secondary or tertiary cooperative) or

20.1.5 black people living in rural areas or underdeveloped area or township.

21. Screening

21.1 Acceptance of this bid may be subject to the condition that the successful bidder must be cleared by the appropriate authorities to render the service within the organ of the state.

22. PPSA requires bidder(s) to declare

In the Bidder's Technical response, Bidder(s) are required to declare the following:

22.1 Confirm that the bidder(s) is to: –

22.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of PPSA;

22.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

22.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests;

22.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

22.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;

22.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;

22.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and

22.1.8 To ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

23. Conflict of interest, corruption and fraud

23.1 PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

23.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

- 23.1.2 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 23.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;
- 23.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;
- 23.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to PPSA;
- 23.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA;
- 23.1.7 Has in the past engaged in any matter referred to above; or
- 23.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24. Misrepresentation

- 24.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 24.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

25. Preparation costs

25.1 The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing PPSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

26. Indemnity

26.1 If a bidder breaches the conditions of this bid and, as a result of that breach, PPSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPSA harmless from any and all such costs which PPSA may incur and for any damages or losses PPSA may suffer.

26. Precedence

26.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

27. Limitation of liability

27.1 A bidder participates in this bid process entirely at its own risk and cost. PPSA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

28. Tender defaulters and restricted suppliers

28.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. PPSA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been listed as defaulted with National Treasury by another government institution.

29. Governing Law

29.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30. Responsibility for sub-contractors and bidder's personnel

30.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that PPSA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31. Confidentiality

31.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA's examination and evaluation of a Tender.

31.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.

31.3 Throughout this bid process and thereafter, bidder(s) must secure PPSA's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

32. Proposal documents

32.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.

32.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist, switchboard operator, security personnel etc.**

32.3 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the PPSA's policy not to consider late bids for tender evaluation.**

32.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

32.4.1.1 Proposals must be compiled in the following manner:

32.4.1.2. One (1) original proposal (marked 'original') must be submitted and should not be retyped and One (1) electronic copy (**on USB**)

32.4.1.4. All Annexures, company profiles, CV's, etc., shall form part of the '**ORIGINAL**' as well as the '**electronic copy**' in memory stick proposals.

32.4.1.5 All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

- Name of bidder;
- Description of proposal;
- Bid / tender number;
- Closing date and time;
- The name and address of the Bidder must be written on the front or back side of the proposal/envelope.

32.4 Bids submitted by bidders which are or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

32.6 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

33. Consultation prior to submission of the bid documents

Bidders shall consult, **in writing**, with the PPSA's officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Mcathy Ramosibudi / Thabang Maswi	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	Tel: 012 366 7014 / 7079 Email: Mcathyr@pprotect.org Thabangm@pprotect.org

34. Clarifications and communication

- 34.1. Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than **24 November 2023 at 11H00** No further questions will be entertained after this period.
- 34.2. The PPSA will respond in writing to queries and distribute to only bidders who raised questions.
- 34.3. The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.
- 34.4. Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- 34.5. PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- 34.6. Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete.

PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

- 34.7. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).
- 34.8. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 34.9. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

35. BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____ (Bidder's Name) will:

- a. Appointment of the service provider for the provision of cleaning services, including deep cleaning to Public Protector South Africa (PPSA) Head office over a period of three (03) years
- b. Act honestly, fairly, and with due skill, care and diligence, in the interests of the PPSA;
- c. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- d. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
- e. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- f. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
- g. Avoid fraudulent and misleading advertising, canvassing and marketing;

- h. Conduct business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- i. Ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature:

_____ Date: _____

Print Name of Signatory: _____ Designation _____

FOR AND ON BEHALF OF

CONTENTS OF THIS DOCUMENT IS NOTED:

SERVICE PROVIDERS INITIALS / SIGNATURE Important: Failure to complete/sign/initial this document in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products

VERIFICATION DOCUMENT

Required documentation to be attached to the cover pages as indicated below.

To assist bidders to check that all required documents are included in the file.

ID	RETURNABLE DOCUMENTS	YES
1.	Cover Page: (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)	
2.	Invitation to bid (SBD1)	
3.	Special Bid Conditions	
4.	Specification	
5.	General Conditions of Contract	
6.	Pricing Schedule Services (SBD 3.2)	
7.	Detailed Pricing Schedule	
8.	Bidders' disclosure (SBD 4)	
9.	Declaration Certificate for Local Production Content (SBD 6.2)	Not applicable
10.	Copy of Board Resolutions, duly certified	
11.	Company Registration Documents	
12.	Signed JV / Consortium Agreement	If applicable
13.	Company Profile (Not more than 3 pages)	
14.	Complex Group Structure (if applicable)	
15.	Employment Equity Approved Plan	
16.	List of shareholders on company letterhead	
17.	Share Certificates	
18.	Identity Documents of Shareholders	
19.	List of directors on company letterhead	
20.	List of beneficiaries in the case of a Trust (full names, not initials)	
21.	Mandatory documents	
21.1	Submission of proof that the bidder is registered with Unemployment Insurance Fund (UIF) . Due diligence may be conducted to confirm the information provided. This will be verified on an annual basis.	
21.2	Submit a letter of good standing from the office of the Compensation for Occupational Injuries and Diseases Act (COIDA) (submit valid certificate or proof).	
21.3	Submit proof of public liability (insurance policy or a letter of intention for insurance),	
21.4	The bidder must be registered on Central Supplier Database (CSD): The bidder	

	must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).	
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