



National Prosecuting Authority  
South Africa

## Financial Management

Tel: +27 12 845 6000 | Fax: +27 12 845 7356  
Victoria & Griffiths, Mxenge Building, 123 Westlake Avenue  
Weavind Park, Silverton, Pretoria | P/Bag X752, Pretoria,  
0001, South Africa

### INVITATION TO BID

#### BID DETAILS

BID NUMBER	:	NPA 01-22/23
ISSUE DATE	:	03 July 2022
COMPULSORY BRIEFING SESSION	:	07 July 2022 – Time: 11h00 – 12h00
CLOSING DATE	:	03 August 2022
CLOSING TIME	:	11h00
DESCRIPTION	:	Facilities management services at the DPP South Gauteng Local Division, Johannesburg.
CONTRACT DURATION	:	Three (3) years

#### DETAILS OF BIDDER

COMPANY NAME : \_\_\_\_\_

Please indicate whether this document is an original or copy, tick the applicable block.

ORIGINAL

☐

COPY

☐

SOFT COPY

☐

NOTE: AS PER NATIONAL TREASURY CIRCULAR BIDDERS ARE REQUIRED TO REGISTER THEIR COMPANIES ON THE CENTRAL SUPPLIER DATABASE (CSD) SINCE SUPPLIERS WHO ARE NOT REGISTERED MAY NOT BE AWARDED BIDS WITH EFFECT FROM THE 01 JULY 2016. [HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## DOCUMENTS CHECK LIST

Bidders are requested to use the checklist below for documents to be submitted with a bid.

NO	DOCUMENTS	TICK
1.	Central Supplier Database registration report (CSD)	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) Certificate or Sworn affidavit confirming annual turnover and level of black ownership in case of and EME and QSE signed by the Commissioner of Oaths	
3.	Bidder's profile	
4.	Proposed approach/ methodology, proposal and operational/works schedule for Facilities Management services as per <b>Section 3, paragraph 31.3</b>	
5.	Certified copies of Identity Documents of Directors/Members/Shareholders	
6.	One (1) or more signed reference letter/s from previous/current clients indicating client satisfaction, contract duration, project description and bid amount as <i>per Section 3 paragraph 31.2</i>	
7.	Documentary proof from third party e.g. municipal account, signed lease agreement etc. (must corroborate with address provided in <b>Section 10</b> )	
8.	One (1) original, Two (2) copies and optional soft copy (USB) of the bid document	
9.	Valid letter of good standing from the Department of Labour	

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 01-22/23
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## FULL DETAILS OF BIDDER

**COMPANY NAME** : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**CELLULAR NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**PHYSICAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**POSTAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**TOTAL BID PRICE INCL VAT** : \_\_\_\_\_

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## CONTENT PAGE

Bidders are to ensure that they receive all pages of this document, which consists of the following:

Structure of Proposals

Glossary

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of the Bid
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of Reference, Service Schedule (Annex A) and Building Information (Annexure B)
- Section 7 : Management Fee
- Section 8 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 9 : Bidder's Disclosure (SBD 4)
- Section 10 : Confirmation Form
- Section 11 : Pricing schedules
- Section 12 : Bidder's experience
- Section 13 : DPWI Standard Lease Agreement (Annexure C)

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## GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by NPA for the provision of goods, works or services
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders
Bidder	Organization applying to participate in the bidding process as a potential supplier of the services as advertised in this Bid.
Dti	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
NPA	National Prosecuting Authority
Original Bid	Original document signed in ink
SCM	Supply Chain Management
SBD	Standard bidding document
SLA	Service Level Agreement

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**SECTION 1**
**SBD 1**
**PART A**
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>NPA 01-22/23</b>	CLOSING DATE	<b>03 August 2022</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>National Prosecuting Authority</b>					
<b>VGM Building Weavind Park</b>					
<b>123 Westlake Avenue</b>					
<b>Silverton</b>					
<b>Pretoria</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Vinolia Mphahlele</b>		CONTACT PERSON	<b>Charity Mpofu</b>	
TELEPHONE NUMBER	-		TELEPHONE NUMBER	-	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

Bidder's Signature/ initial: \_\_\_\_\_

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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
<b>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.</b>	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b> 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 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."

**VALIDITY PERIOD: OFFER TO BE VALID FOR 90 DAYS FROM CLOSING DATE OF THE BID.**

**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:.....

Bidder's Signature/ initial: \_\_\_\_\_

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## SECTION 2

### GENERAL CONDITIONS OF CONTRACT

#### THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

- |                       |   |
|-----------------------|---|
| <b>1. Definitions</b> | <p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
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- 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 ancillaries 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.

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| <b>3. General</b>  | 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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>   |
| <b>4. Standards</b>  | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.  |
| <b>5. Use of contract documents and information; inspection.</b> | 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.   |
| <b>6. Patent rights</b>  | 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.   |
| <b>7. Performance security</b>                                   | 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 the 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: <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> |
|  | 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 the SCC.   |

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- 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**

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.

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.

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|-----------------------------------|------|---|
| <b>10. Delivery and documents</b> | 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.   |
| <b>11. Insurance</b>              | 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.   |
| <b>12. Transportation</b>         | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.   |
| <b>13. Incidental services</b>    | 13.1 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> |
|                                   | 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.  |
| <b>14. Spare parts</b>            | 14.1 | <p>As specified in the 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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>  |
| <b>15. Warranty</b>               | 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   |

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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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract

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| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>22. Penalties</b>                            | <p>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.</p>  |
| <b>23. Termination for default</b>              | <p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> </ul>   |

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- (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 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 control over 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:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction

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

23.7 If a court of law convicts a person of an office as contemplated in sections 12 and 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 endorse 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.

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| <b>24. Anti-dumping and countervailing duties and rights</b> | 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 favorable 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 |
| <b>25. Force Majeure</b>                                     | 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.  |
| <b>26. Termination for insolvency</b>                        | 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.  |
| <b>27. Settlement of Disputes</b>                            | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.  |
|  | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.  |
|  | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.  |
|  | 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.   |
|  | 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,<br>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br>(b) the purchaser shall pay the supplier any monies due the supplier.   |



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<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
		<p>(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; an</p> <p>(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.</p>
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Program (NIPP)</b>	33.1	The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	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 an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved 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

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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 concerned.

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### SECTION 3

#### SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA reserves the right;
  - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - To award a bid to one or more service providers.
  - To award the bid as a whole or in part.
  - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
  - To terminate any contract where service has not been carried out to its satisfaction.
  - To amend any bid condition, validity period, or extend the closing date of bids.
  - 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 shortlisted bidders have been notified of their status.
  - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
4. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. As per National Treasury Instruction note no: 9 of 2017/18 bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number).
7. Bidders are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the NPA to view their tax profile and verify the bidder's tax compliance status.
8. The NPA shall not accept any responsibility for any expenses incurred by the service provider that was not part of the contract.

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9. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation
10. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof or original Sworn Affidavit signed by the Commissioner of Oaths together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a consolidated B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998. Sworn Affidavit must be in original form and not a copy.
11. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.
12. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting the NPA will enter into a single contract with a principal service provider.
13. Bidders must submit documentary proof of the existence of joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must be clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
14. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
  - The NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –
    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 or company / business in respect of the subject matter of this bid;
    2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
    3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives;
    4. 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 a Government Entity;
    5. 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 a Government Entity;
    6. has in the past engaged in any matter referred to above.

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**15. INDEMNITY**

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

**16. PRECEDENCE**

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.

**17. TAX COMPLIANCE**

No award shall be made to a Bidder whose tax affairs are not in order. The NPA reserves the right to withdraw an award made to a service provider in the event that it is established that such service provider does not remain tax compliant for the full term of the contract.

**18. GOVERNING LAW**

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.

**19. RESPONSIBILITY FOR COMPANY/BUSINESS PERSONNEL**

19.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.

19.2 Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work will be subcontracted with regard to the B-BBEE status level of contribution must be clearly indicated on SBD 6.1

19.3 A bidder may not cede or assign any part of the work to any person unless with the written consent of the NPA.

20. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.

21. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

22. The successful service provider will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to cancel this contract immediately, in writing.

23. The employees of the successful service provider may be subject to screening for security purposes by the NPA at least once in the contract period or as and when other surrounding circumstances so requires. Any such employees whose security screening comes back negative, shall be removed from the NPA's site by the service provider immediately upon request by the NPA.

24. The pool of temporary replacement/relief staff to be employed by the service provider must be security screened by the NPA before they are brought on site.

25. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that every place where a signature is required is correctly and fully signed including witnesses where applicable.

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26. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.
27. The service provider must supply and/or deliver the items or service as specified on the official signed NPA purchase order within the agreed time by both parties after receipt of such purchase order.
28. The NPA shall not accept any responsibilities for any expenses incurred by the service provider that was not part of the contract. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.

29. **THE SERVICE PROVIDER IS REQUIRED TO:**

- 29.1 Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. Proof of such documentation must be submitted as part of the Bid Proposal.
- 29.2 Render facilities management services at DPP South Gauteng Local Division offices - Innes Chambers Building on a day-to-day basis, as per the service schedules attached.
- 29.3 Comply with the National Minimum Wage Act, No.9 of 2018, (as amended from time to time). The bidders must submit a confirmation letter indicating compliance to the Act, in-line with sectoral determination by the Department of Labour. Such rates must be indicated in the confirmation and a sample of a pay-slip attached.
- 29.4 Specifically, a valid letter of good standing from the Department of Labour must be submitted as part of the Bid Proposal documents. NB. Such letter must be submitted to SCM- Contract Management Unit on a yearly basis during the duration of the contract. **Failure to submit the letter of good standing from the Department of Labour will lead to disqualification of the bid.**
- 29.5 Manage any labour disputes among his/her staff, which might affect the day-to-day NPA operations and service delivery.
- 29.6 Ensure that all staff employed in respect of this contract is in good health and pose no risk to any NPA employees.
- 29.7 Adhere to the monthly rental fee of R7 500.00 as determined by the Department of Public Works and Infrastructure (DPWI) in terms of the canteen services.
- 29.8 Enter in to a service level agreement (SLA) with the Department of Public Works and Infrastructure (DPWI). See attached DPWI lease agreement as annexure C
- 29.9 Provide a valid certificate of acceptability for food premises issued by the relevant local authority. A certificate of acceptability shall be displayed clearly and visible for the information of the public on the food premise, and the service provider shall comply with all the provisions of the applicable regulations.
- 29.10 Indicate the total number of cleaning personnel to be deployed.
- 29.11 Decontaminate (includes pre-cleaning followed by sanitizing, sterilizing or disinfecting) the offices after Covid-19 case/s have been reported and shall adhere to the DPWSA guidelines / National Department of Health protocols for Covid-19, as amended from time to time
- 29.12 Provide a valid certificate of acceptability for food premises issued by the relevant local authority. A certificate of acceptability shall be displayed clearly and visible for the information of the public on the food premise, and the service provider shall comply with all the provisions of the applicable regulations.

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- 29.13 Comply with NPA security and emergency policies, procedures and regulations.
- 29.14 Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning and / or maintenance activities.
- 29.15 Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, persons or any other contents in offices. NPA has a right to reject any such equipment, utensils or agents that is detrimental to its property and staff.
- 29.16 Not use or store any poisonous or highly flammable substances without the written consent of the NPA.
- 29.17 Ensure that staff working under this contract is provided with the required protective clothing as determined by the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993), when relevant, during the carrying out of their duties.
- 29.18 Provide all staff working under this contract with personnel protective clothing (uniforms) with some sort of identification (no later than on the first day of the second month of rendering the service), which state the name of the service provider and the person that can be clearly distinguished from other service providers, NPA staff, etc. NPA reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.
- 29.19 Ensure that all work performed and all equipment used on site comply with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993).
- 29.20 Maintain cleaning equipment and materials in good order to comply with NPA Occupational Health and Safety Standards and manufacturer's specifications.
- 29.21 Re-fill, empty and clean machines and equipment only at designated places as indicated.
- 29.22 Maintain and refill all hygiene equipment
- 29.23 Supply and install new hygiene equipment and perform maintenance.
- 29.24 When the contract ends, the service provider must remove their equipment and restore the building to its original condition in consultation with Department of Public Works and the NPA management.
- 29.25 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract.
30. **GENERAL**
- 30.1 NPA shall provide adequate facilities for staff and storage of the equipment of the service provider.
- 30.2 Bidders may not cede or assign any part of the work to any person unless with the written consent of the NPA.
31. **BID PROPOSAL SHOULD INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING DETAIL:**
- 31.1 **Bidder's profile** – short summary and description of the key features of the bidder.
- The legal name of the entity, the principal business, with a description of the corporate organization of the proposing entity, including all members of the sub-contract, if any.
- 31.2 Track Record and Experience in Facilities Management - The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in facilities management, which must include but not limited to the following deliverables: Cleaning and hygiene service; food aid services; waste management and pest control. Such claims must be supported with sufficient references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluation of the proposals, the bidders are requested to provide the following:

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- One (1) or more signed reference letter/s of client/s where such services required were/are rendered, listing the services received, the period of the contract i.e. start and end date of contract as well as completing **section 12** of this document (please note that the focus to these letter/s must address the relevant work experience of the bidder and not the proposed approach to the requirement). Clients satisfactory may be verified by the NPA
- A current and valid letter of good standing (LOGS) from the Department of Labour. **NOTE: The letter will be verified through the Department of Labour Website to verify the authenticity and validity of the LOGS.**

31.3 **Proposed methodology, proposal and operational/works schedule for Facilities Management** - The bidder must provide its proposed approach indicating how the services will be executed successfully. Provide a comprehensive proposal to demonstrate their capability to render such services. This will typically include equipment to be used and human resources to be employed. (CV's of supervisor and/or manager must be included)

31.4 **Management fee percentage** – is the fee which the successful bidder will charge for any ad-hoc /additional work. The bidder must indicate the percentage (%) on the proposal, failure to indicate the percentage (%) will mean that once the bidder is appointed they will not be allowed to charge the management fee for any ad-hoc/ additional work for the period of the contract.

31.5 **Locality- Documentary proof from a third party** - municipal account, telephone account or a signed lease agreement must be submitted to corroborate the physical address of the business as indicated on **section 10** of the bid document. The documentary proof submitted must relate to the address provided in section 10. Lease agreement must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted.

## 32. **LEGISLATIVE COMPLIANCE:**

The successful bidder is required to comply with the following legislation, not limited to:

- Occupational Health & Safety Act No.181 of 1993
- Machinery and occupational safety act 6 of 1983
- Hazardous Substance Act no.53 of 1992
- National Water Act 36 of 1998
- National Building Regulation and Building Standards Act 103 of 1977
- Labour Act 66 of 1995 as amended in 2002
- Basic conditions of employment. Act 75 of 1997
- Employment equity Act 55 of 1998



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## SECTION 4

### BID SUBMISSION REQUIREMENTS

#### 1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

1.1 The NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, the NPA has decided that the bidder must:

- Be able to deliver the scope and breadth of services as required.
- Comply with all other requirements as stipulated in the bid document.

#### 2. FRAUD AND CORRUPTION

2.1 All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

#### 3. CLARIFICATION / QUERIES

3.1 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference/specifications, or any other aspect concerning the bid or bid document, is to be requested in writing (letter, facsimile or e-mail) from the following contact person, stating the bid reference number:

Bid Enquiries : Vinoliah Mphahlele  
E-mail : [tenders@npa.gov.za](mailto:tenders@npa.gov.za)

3.2 Queries received will be responded to within two (2) working days of receiving the query.

3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.

#### 4. COMPULSORY BRIEFING SESSION AND SITE INSPECTION

4.1 A compulsory briefing session will be held at the following address:

Venue and address	Date	Time
Innes Chambers Building, Corner Pritchard and Kruis Streets, Johannesburg.	07 July 2022	11h00-12h00

4.2 ***Attendance of this briefing session is compulsory. Failure to attend will result in disqualification of your bid proposal.***

4.3 Bidders will get a copy of the bid document at the reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the **NPA website ([www.npa.gov.za](http://www.npa.gov.za))** and National Treasury E-portal.

4.4 Bidders must complete and sign the attendance register at the briefing session.

4.5 If the bidder chooses to attend the briefing session and site inspection, the bidder must attend in person or send a representative.

4.6 Bidders will be allowed to conduct a site inspection of the buildings after the briefing session is concluded.

#### 5. SUBMITTING BIDS

5.1 One (1) original, two (2) copies and optional flash drive (soft copy) of the bid proposals must be handed in / delivered to the address indicated below:

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVING PARK 123 WEST LAKE AVENUE SILVERTON PRETORIA	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752 PRETORIA 0001

- 5.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as outlined in paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.

**NB: Bidders must indicate on the cover page of each document whether it is an original or a copy.**

- 5.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 5.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 5.5 The NPA will not accept responsibility for any documentation, which gets lost.
- 5.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 5.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents. The NPA will not take responsibility for the bid documents left anywhere else other than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 6255/6077 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements.

## 6. MARKING ON BID ENVELOPE / PACK

- 6.1 Bids must be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:

- ☐ Attention : Tender Box:
- ☐ Bid number : Supply Chain Management
- ☐ Closing date and time : NPA 01-22/23
- ☐ The name and address of the bidder : 03 August 2022

- 6.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date of the bid on the addresses as outline on paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.

- 6.3 Documents submitted on time by bidders shall not be returned

## 7. LATE BIDS

- 7.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances, such as traffic problems, getting lost etc.
- 7.2 Bidders are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of bid.
- 7.3 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

Bidder's Signature/ initial: \_\_\_\_\_

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## 8. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

### From Pretoria City Centre

Take the Pretoria Road (extension of Church Street East) leading to Silverton. Turn left (north) into Creswell Street opposite the Botanical Gardens. Proceed until you get to the second street and turn left into Hartley Street. Continue straight ahead, this will take you to the main entrance of the VGM building.

### N1 from North

Take the Stormvoël turn-off. Turn left at the traffic light. At the next robot turn right into the street leading to Koedoespoort. Proceed through Koedoespoort over the 3-way stop. At the next street, turn right into Hartley Street, which will lead you to the main entrance of the VGM Building.

### N1 from South (coming from Johannesburg)

Take the Polokwane/Krugersdorp turn-off and follow the Polokwane N1 leading to the North. Proceed past Centurion and skip the following turn-offs: Botha Avenue, Alberton (old Jan Smuts), Rigel Avenue and Atterbury Road.

Take the Lynnwood Road turn-off, turn right into Lynnwood Road, over the highway, and immediately left into Meiring Naude (direction CSIR). Pass the CSIR until you get to a T-junction with Cussonia Street. Turn left, keeping to the right side of the road. Take the curve right in front of the CBC School. At the second robot turn left into Creswell Road and at the second street thereafter turn left into Hartley Street. This will take you to the main entrance of the VGM Building. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

## 9. ACCESS TO INFORMATION

- 9.1 All bidders will be informed of the status of their bid once the bid process has been completed.
- 9.2 Requests for information regarding the bid process will be dealt with in line with the NPA SCM Policy and relevant legislation.

## 10. REASONS FOR REJECTION

- 10.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 10.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
  - 10.2.1 Have abused the SCM system of NPA;
  - 10.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
  - 10.2.3 Have failed to perform on any previous contract and the proof exists; such actions shall be communicated to the National Treasury.
- 10.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 10.4 Bidders that fail to submit a bid proposal in terms of section 3, clause 31
- 10.5 Bidders failed to submit/provide a valid and current letter of good standing from Department of Labour.
- 10.6 Bidders who receive information not available to other vendors through fraudulent means.

## 11. CANCELLATION OF BID PROCESS

- 11.1 The bid process can be postponed or cancelled at any stage provided such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.

Bidder's Signature/ initial: \_\_\_\_\_

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## SECTION 5

### EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the **80/20** preference point system as prescribed in the Preferential Procurement Regulation of 2017. Evaluation process comprises the following phases:

#### Phase 1: Screening process

During this phase, bids will be reviewed to determine compliance with all standard bidding documents, and such documents must be signed by a duly authorized representative.

#### Phase 2: Mandatory evaluation

The proposals submitted must be according to and in line with the detailed specifications. The bidders must provide a proposal in line with all the service deliverables listed on table 1 below.

Bidders shall propose a methodology in this document and explicitly state how the deliverables listed below will be executed. They must indicate below whether they comply and substantiate their response including full details on how their proposal/solution will address specific requirements and be adequately referenced.

**Failure to propose the solution for all the deliverables will result in immediate disqualification of the bid.**

# Table 1.

Service Deliverables	Comply (mark with X)	Reference page on the methodology
1. Cleaning – 1.1 Hygiene Services 1.2 Decontamination of offices 1.3 Food Aid Service <b>Note: Schedule attached as Annexure A</b>		
2 Pest Control		
3 Waste Management		
4 Canteen Services		
5 Garden services		
<b>6 Additional services will be rendered as and when required (ad-hoc):</b>		
6.1 Porter Services		
6.2 Maintenance and Repairs		

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### Phase 3: Functionality evaluation

Only bidders that qualified during the screening process will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal. Bidders who score a minimum qualifying score of 60 percent or more on functionality will be evaluated on next phase i.e. Price and B-BEE status level contribution.

Proposals will be evaluated on a scale of **0-5** in accordance with the criteria below. Rating will be as follows:  
0= Non-submission 1= poor; 2=Average; 3=Good; 4=Very Good and 5= Excellent.

<b>FUNCTIONALITY CRITERIA – PHASE 2</b>		<b>Weight</b>
<b>1. Proposed Methodology</b>		<b>50</b>
The bidder must provide an implementation strategy indicating the methodology on how the services will be executed successfully. The proposed strategy must include an inventory list of all equipment and human resources (CV'S of the supervisor and/or manager must be included) to be used during the execution of the contract.		
Provide a comprehensive proposal to demonstrate their capability to render such services. <b>The services are as follows:</b>		
Cleaning, hygiene, food aid services and decontamination of offices (schedule attached - Annexure A)		25
Maintenance and Repairs		6
Waste Management		6
Porter services		3
Garden services		2
Pest Control		4
Canteen services		4
<b>2. Track Record and Experience in Facilities Management</b>		<b>40</b>
One (1) or more signed relevant reference letter(s) must be submitted. The bidder must demonstrate relevant experience in facilities management services in at least Cleaning and hygiene service, food aid services, waste management and pest control by providing documentary proof in the form of reference letter/s (on a letterhead of the referee, with contact details and signed) confirming the exact start and end dates of the contract (s) where such services were/ are rendered-		
Less than one (1) year	= 1 point	40
More than one (1) year to two (2) years	= 2 points	
More than two (2) year to four (4) years	= 4 Points	
More than four (4) years	= 5 Points	
<b>Non-submission of relevant letters will score zero = 0 points</b>		
Points will be allocated for the number of years of experience for bidders who have experience of the deliverables required as listed in paragraph above. Failure to provide proof of experience in the form of signed reference letters will automatically score zero (0)		
<b>3. Locality</b>		<b>10</b>
Bidders must provide documentary proof from the third (3 <sup>rd</sup> ) party to indicate that the company has an operating office/business premises (Municipal account, telephone account not older than three (3) months, signed lease agreement, etc.) <b>as per paragraph 31.5 of the special conditions of Bid.</b>		
• Office /business within Johannesburg Metro	= 5 points	10
• Office/business within Gauteng Province	= 3 points	
• Office/ business in other Provinces	= 1 point	
• Non-submission	= 0 points	
<b>NB:</b> If the company is operating from residential premises, a valid lease agreement between the owner of the house and the business is required. <u>Lease agreements must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted.</u>		
<b>Functional Total</b>		<b>100</b>
<b>Threshold</b>		<b>60%</b>

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The percentage for functionality will be calculated as follows

$$Ps = \frac{so}{ms} \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score, i.e. 5x (a) 100 = 500

Ap = percentage allocated for functionality (in this bid = 100)

- i. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60 percent on functionality will be evaluated and scored in terms of Price and B-BBEE status level contribution preference points.
- iv. Bidders not meeting a minimum qualifying score of 60 percent on functionality will be disqualified.

#### **Phase 4: Price and B-BBEE status level contribution evaluation**

Preference points claimed by bidders will be calculated and added to the points scored for price.

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## SECTION 6

### TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES AT DPP SOUTH GAUTENG LOCAL DIVISION, JOHANNESBURG INNES CHAMBERS BUILDING FOR A PERIOD OF THREE (3) YEARS.

#### 1. PURPOSE OF THE BID

- 1.1 The purpose of the bid is to appoint a service provider to provide facilities management services for DPP Gauteng Local Division, Innes Chambers Building, Cnr Pritchard and Kruis Streets, Johannesburg.

#### 2. SCOPE OF WORK

- 2.1 The service provider will be required to provide facilities management services. This is all-inclusive comprehensive facilities management services that include the provision of a cleaning, hygiene service, decontamination of offices, garden service, waste management, pest control, food aid services, canteen services, and ad-hoc services (porter services, maintenance and repairs) and the provision of consumables and maintenance of equipment for intended use.

#### 3. DURATION OF THE CONTRACT

- 3.1 The contract is for a period of three (3) years.

#### 4. DELIVERABLES

- 4.1 Bidders are expected to submit proposals that cover, but not limited to the following:
- 4.1.1 Cleaning, hygiene, food aid and decontamination services (**schedule attached as Annexure A**)
  - 4.1.2 Waste Management
  - 4.1.3 Garden services
  - 4.1.4 Pest Control
  - 4.1.5 Canteen Services
  - 4.1.6 Additional services will be rendered as and when required (Ad-hoc):
    - 4.1.6.1 Porter services,
    - 4.1.6.2 Maintenance and repairs

#### 5. HYGIENE EQUIPMENT AND MATERIALS

- 5.1 The following hygiene equipment are already installed which the service provider must maintain:
- 5.1.1 Toilet paper dispenser (**The service provider to provide toilet paper holders locks in each toilet**)
  - 5.1.2 Hand Soap dispensers
  - 5.1.3 Hand / paper towel dispenser
  - 5.1.4 Provide quality toilet paper (SABS approved), hand soap, paper towels, sanitary disposals and air fresheners as per schedule or as and when required and ensure stock availability at all times.
- 5.2 The service provider must supply, install and maintain the following hygiene equipment:
- 5.2.1 Sanitary toilet dispenser
  - 5.2.2 Air Freshener dispensers
  - 5.2.3 Seat wipes dispensers per toilet – bio-degradable

**NB.** *The service provider must ensure that the above equipment is removed at the end of the contract period. All areas affected by such removal of any attachment/annexures to the property shall be restored to the previous condition. The service provider will be responsible for any damage to property as a result thereof. Reasonable and proper care shall therefore be exercised to avoid liability.*

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## **6. DECONTAMINATION OF OFFICES**

- 6.1 The service provider shall decontaminate (includes pre-cleaning followed by sanitizing, sterilizing or disinfecting) the offices after Covid-19 case/s have been reported and shall adhere to the DPSA guidelines / National Department of Health protocols for Covid-19, as amended from time to time.
- 6.2 When a quotation is sourced by a third (3rd) party, the amount must be billed as a pass-through cost.
- 6.3 All additional work shall be invoiced separately after following appropriate SCM processes (RFQ) (NPA reserves the right to decline any quotation presented and may source alternative quotations).

## **7. WASTE MANAGEMENT**

- 7.1 Intercept waste exiting all floors to a central control waste area. (Refer to annexure A)
- 7.2 Remove waste/garbage from all offices to a central control waste area.
- 7.3 Shred all white papers collected using the industrial shredder provided in the premises
- 7.4 Remove waste from premises in case of municipality strike action

## **8. FOOD AID SERVICES**

- 8.1 Facilitate, serve and clear food
- 8.2 Set and clear all catering utensils for meetings
- 8.3 Facilitate, prepare and clear all boardrooms, meeting rooms before and after meetings
- 8.4 Provide drinking water to all offices and meeting rooms
- 8.5 Clean eating and drinking utensils in all offices
- 8.6 Refill water dispensers in all kitchens

## **9. GARDEN SERVICE**

- 9.1. Maintenance includes but not limited to watering, pruning, composting and replacement of dead and unsightly plants.
- 9.2 Maintain and replenish plants in the garden.
- 9.3 Ensure that light fittings and non-soil fixtures in the outdoor garden are cleaned and maintained.

## **10. PEST CONTROL**

- 10.1 Provide preventative and reactive pest control – fumigation until infestation is eradicated.
- 10.2 Inspect and monitoring of pest infestation.
- 10.3 Use only material/ products authorized by the Department of Agriculture.
- 10.4 A pest control schedule for each quarter must be provided within the first month of the agreement.

## **11. CANTEEN SERVICES**

- 11.1 The service provider will be required to provide:
  - 11.1.1 Canteen services: an all-inclusive canteen services providing basic meals, beverages, snacks and other items, on a daily basis to on-site personnel, including providing, maintain and servicing all equipment.
  - 11.1.2 Consumables required for the intended use.
  - 11.1.3 Catering services: an all-inclusive provision of catering service for internal meetings and functions (On an ad-hoc basis and an RFQ/SCM process will be followed)
  - 11.1.4 The service provider is expected to enter into a lease agreement with the Department of Public Works and Infrastructure and pay a monthly rental fee of R7 500 as determined by the DPWI.



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## **12. ADDITIONAL SERVICES (AD- HOC)**

12.1 All additional services are rendered on as and when required basis.

### **12.1.1 PORTER SERVICES**

- 12.1.1.1 Ensure the movement of goods and equipment as required, using specialized tools if needed. This includes but not limited to, offloading, storing and /or distribution of deliveries, moving of documents, inventory, furniture and other assets.

### **12.1.2 MAINTENANCE AND REPAIRS SERVICES**

- 12.1.2.1 The service provider shall perform day-to-day maintenance activities in line with the Department of Public Works and Infrastructure (DPWI) guidelines.
- 12.1.2.2 Perform only minor maintenance work where specialized registered and qualified artisans/technicians are not required.
- 12.1.2.3 The Service Provider is not to undertake any maintenance work of a highly technical/specialized nature that would require registered/qualified individual/service providers / contractors. In such instances, the DPWI will be called in by the NPA.
- 12.1.2.4 Facilitate and ensure that custodians of warranties and guarantees that are active at the date of commencement of the contract in respect of any equipment and services are brought on site to address any defects, maintenance or repairs while such warranties are active.
- 12.1.2.5 Replacement of broken locks in consultation with security management.
- 12.1.2.6 When a quotation is sourced by a third (3rd) party, the amount must be billed as a pass-through cost.
- 12.1.2.7 All additional work shall be invoiced separately after following appropriate SCM processes (RFQ) NPA reserves the right to decline any quotation presented and may source alternative quotations). The service provider must provide a fixed management fee percentage that will be charged for any maintenance and repairs work.

**NOTE: (ALL MAINTENANCE AND REPAIRS ACTIVITIES MUST BE PERFORMED UNDER THE GUIDANCE AND NORMS OF THE DPWI).**

- 12.1.2.8 All maintenance and repairs activities must be performed under the guidance and norms of the DPWI, and include, but is not limited to:

#### **12.1.2.8.1 Electrical repairs**

- (a) Repairs or replacing to wall and floor mounted light and plug switches (But cannot add any new plugs or switches which will increase the electrical load)
- (b) Replace light fittings, fluorescent and other of a domestic nature
- (c) Can place in conduits any loose, hanging or exposed wires
- (d) Can insulate any exposed wires (safety risk)
- (e) Cannot work on any electrical Distribution Board (DB)

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#### **12.1.2.8.2 Mechanical repairs**

- (f) The service provider should not carry out mechanical repairs of any nature, unless instructed to do so.

#### **12.1.2.8.3 Plumbing repairs**

- (g) Replace gutters and down pipes.
- (h) Unblock toilets, wash-hand basins
- (i) Unblock storm water and sewerage pipes
- (j) Blockages can be cleared either with use of rods or high-pressure hose equipment
- (k) Can replace broken urinals, toilet bowl, cistern and wash hand basin (safety risk and Lack of service delivery) must match existing in all aspects.
- (l) Repair burst water pipes only above ground
- (m) Replace and repair taps and washers
- (n) Replace and repair flush masters (junior and other)
- (o) Replace push button systems
- (p) Replace shower heads (vandal proof)
- (q) Replace geyser pressure reducing and relief valves and attend to geyser leaks (up to 200L geysers)

#### **12.1.2.8.4 Building repairs**

- (r) Replace broken window and door glass (to match existing in all aspect thickness, strength etc.)
- (s) Repair and replace wooden doors, internal and external (security risk)
- (t) Replace door handles, locks, etc. in consultation with security management
- (u) Replace window handles, sliding peg stays and other opening and closing mechanism
- (v) Replace door closers
- (w) Repairs to concrete roof tiles
- (x) Repairs to paving and concrete work (cast in-situ) not exceeding 20m<sup>2</sup> (safety risk, holes damage to state vehicles, etc.)
- (y) Replace damaged or broken ceiling boards not exceeding 20m<sup>2</sup> (safety risk – must match existing in all aspects)
- (z) Replace floor and wall tiles not exceeding 10m<sup>2</sup> (health and safety risk)

#### **12.1.2.8.5 Generator refueling**

- (aa) The service provider will be required to ensure that the emergency generator is fully fueled with diesel at the commencement of the contract and after every use of the generator. Fuel added must be billed as a pass-through cost.
- (bb) All additional work shall be invoiced separately after following the appropriate SCM processes (RFQ). NPA reserves the right to decline any quotation presented and may source alternative quotations). The service provider must provide a fixed management fee percentage that will be charged for any additional work, and ad-hoc requests.

### **13. EQUIPMENT, MATERIAL AND CONSUMABLES**

- 13.1 All necessary equipment and materials for the successful execution of the above services are to be provided for by the service provider.

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- 13.2 The service provider must supply, install and maintain all equipment required to carry out the services that are not provided as a fixture in the building at the commencement of the contract.
- 13.3 The service provider must ensure that all equipment that they installed is removed at the end of the contract period. All surfaces affected by such removal shall be restored to its previous condition. The service provider will be responsible for any damage to property as a result thereof. Reasonable and proper care must be exercised to avoid liability.
- 13.4 Provide quality toilet paper and hand towels (SABS approved) consumables and equipment as per the schedule and/or as and when required, and ensure stock availability at all times. The cost of consumables shall be for the account of the service provider.
- 13.5 All equipment is to be kept in a fully functional and in a safe condition at all times, and must comply with all applicable regulations.
- 13.6 Provide adequate electrical extension cords to cover the floor length.

**NB: All equipment is to be kept in a fully functional and in a safe condition at all times and must comply with all applicable regulations.**

#### **14. UNIFORM / CLOTHING**

- 14.1 The service provider shall at all times ensure that all their staff is neatly clothed in uniforms with identification of the company and the person. All staff must be provided with name badges/tags for personal identification.
- 14.2 The necessary personal protective clothing and equipment such as headgear, shoes, gloves etc. must be provided by the service provider at own cost.
- 14.3 The NPA reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.

#### **15. OCCUPATIONAL HEALTH AND SAFETY**

- 15.1 The successful service provider will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended and includes but is not limited to:
- 15.1.1 Following safety procedure with regard to equipment, stepladders and machinery.
- 15.1.2 Procedure with regard to reporting injury on duty.
- 15.1.3 Procedure with regard to identifying safety risk and resolving safety risk in workplace as required by law.
- 15.1.4 Measures set in place to ensure safety in workplace and meet all Occupational Health and Safety requirements as required by law.
- 15.1.5 The service provider is responsible to ensure that the services rendered meet all Occupational Health and Safety requirements, and that at all times there will be no risk for any persons, staff members, members of public with regard to Occupational Health and Safety.

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## **16. COMPLIANCE WITH LABOUR RELATIONS**

- 16.1 The service provider must strictly adhere to all acts and regulations relating to human resources.
- 16.2 NPA shall not tolerate any unfair labour practices by the service provider that happen on its premises and/or outside and /or close to its premises.
- 16.3 Labor disputes are the sole responsibility of the service provider.

## **17. DAMAGE COMPENSATION**

- 17.1 The service provider will be held responsible for any damage or theft by its employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by NPA against the service provider.

## **18. DAMAGES TO PROPERTY OCCUPIED BY THE NPA**

- 18.1 In the case of damages to carpets, furniture, equipment, cars, etc. resulting from the rendering of the service, the service provider undertakes to rectify/repair the damage immediately after notification by the Facilities Manager / Contract Management Unit. If the service provider fails to act after notification, NPA will rectify the damages and costs will be recovered from the service provider

## **19. STORAGE OF EQUIPMENT**

- 19.1 NPA shall provide storage for the service provider's equipment, consumables, and effects; however, the storage shall be at the service provider's risk.
- 19.2 Loss in respect of equipment and consumables shall not constitute an acceptable reason for the service provider not to comply with the conditions and obligations of its contract with the NPA

## **20. ACCESS TO THE BUILDING**

- 20.1 The service provider shall have access to the building in terms of its contract during normal office hours and to comply with NPA access procedures.
- 20.2 Night/Weekend service is discouraged except for the purpose of deep cleaning of carpets, or any other agreed upon service required, which shall be pre-arranged.
- 20.3 Deep carpet cleaning will always be done after normal working hours.

## **21. ROUTINE ACTIVITIES IN THE OFFICES**

- 21.1 The provision of all/any service execution should under no circumstances disrupt the routine activities of NPA.

## **22. SYSTEM FOR SERVICE DELIVERY**

- 22.1 The following reports must be put in place by the Service Provider:
  - 22.1.1 Daily/Weekly/Monthly/Quarterly schedule of duties of staff for all services to be rendered
  - 22.1.2 Schedule for notification of building occupants for routine pest control services adhering to 7-day notice period
  - 22.1.3 Daily monitoring of consumable supply levels
  - 22.1.4 Reporting service i.e. detailed monthly report of all services rendered.

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## ANNEXURE A: DPP SOUTH GAUTENG LOCAL DIVISION

### 1. CLEANING AND HYGIENE SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
<b>RECEPTION AREAS, / LOBBIES, PASSAGES.</b>				
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor			X	
Vacuum carpets	X			Hourly spot check on the reception carpet
Remove stains on carpeted areas	X			As they appear
Deep (steam) clean carpets				Once every quarter
Wipe down walls			X	With daily spot cleaning
Dust light fittings		X		Fortnightly
Wipe light switches		X		
Dust and damp clean pictures/mirror frames/directory boards		X		
Clean and fill Water Jugs	X			As when needed
Dust curtains / & blinds		X		
Wipe/Dust & clean reception furniture	X			
Wipe/Dust/Clean Security/Reception desk/Glass windows	X			
Empty, clean, disinfect and line Waste Bins	X			Twice daily
<b>STAIRCASES</b>				
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor		X		
Wipe down walls		X		With daily spot cleaning
Dust light fittings		X		
Wipe light switches		X		
Dust & clean glass, aluminum, concrete balustrades	X			
Dust & wipe wooden handrails	X			
Polish wooden handrails		X		
<b>LIFTS</b>				
Clean and disinfect lift buttons, mirror and tiles	X			Hourly spot checking
<b>OFFICES (INCLUDING OPEN PLAN OFFICES) AND PRODUCTION/COPIER ROOMS/DOCUMENT CENTRE/LIBRARY</b>				

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Vacuum carpets and material covered furniture		X		
Deep (steam) clean carpets				Once every quarter
Clean offices	X			
Dust furniture including cupboard shelves/document shelves/cabinets	X			
Wipe down waterproof furniture covers		X		
Damp all Counter tops	X			
Polish furniture		X		
Clean and disinfect telephone instruments	X			
Wipe down computers		X		
Dust office automation/equipment	X			
Dust and vacuum chairs		X		Three times a week
Wipe down office automation/equipment		X		
Dust windowsills	X			
Dust all ledges and fittings		X		
Dust all vertical surfaces (walls, cabinets, Desk partitioning, etc.)		X		
Dust all windows and ledges (low and high)		X		
Empty waste bins	X			Twice daily
Wash, disinfect and line waste bins		X		Three times a week
Replenish air-freshener dispensers		X		On regular basis
Sufficient rubbish bags must be provided	X			
Dust/Vacuum curtains, blinds		X		
Wipe clean/polish door handles	X			
Dust & clean picture frames/mirrors	X			
Dust light fittings			X	
Wipe light switches	X			
Additional plastic bags for all shredding machines		X		
<b>STOREROOMS/WAREHOUSES/STRONG ROOMS</b>				
Sweep floor		X		
Wash floor		X		
Empty, clean and line Waste Bins		X		
Dust shelving/fittings/cupboards		X		
Dust Windowsills and fixtures		X		
Dust and Polish furniture		X		
<b>BOARD ROOMS, MEETING ROOMS/TRAINING ROOMS</b>				

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SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Vacuum carpets and material covered furniture	X			
Deep (steam) clean carpets				every quarter
Washing of carpets				Twice a year.
Sweep and clean tiled floor	X			
Dust Projection Screen		X		
Dust furniture, including cupboard shelves/servers/cabinets	X			
Damp clean waterproof furniture covers/plastic furniture/training room tables		X		
Polish furniture		X		
Clean and disinfect telephone instruments	X			
Dust equipment	X			
Dust Windowsills	X			
Dust all ledges and fittings	X			
Dust all vertical surfaces (walls, cabinets, etc.)		X		
Dust all windows and window ledges		X		
Empty, clean and line waste bins	X			
Wash and disinfect waste bins		X		
Dust/Vacuum curtains/blinds		X		
Wipe clean/polish door handles		X		
Dust and Clean picture frames/mirrors/ornaments		X		
Dust light fittings			X	
Wipe light switches	X			
Damp clean fridge/catering equipment	X			
<b>DECKS AND PATIOS</b>				
Sweep and clean tiled/wooden floors	X			
Damp clean outdoor furniture/equipment	X			
Deep clean tiled floor			X	
Damp clean balustrades	X			
Clean the glass door in the patio	X			
<b>FIRE ESCAPES</b>				
Sweep Fire escape stairs		X		Twice per week
Wash fire escape stairs		X		
Dust, Damp Clean and polish (where applicable) Fire Escape stairway balustrades		X		
<b>REFUSE AREA</b>				
Sweep & wash refuse area floors	X			

Bidder's Signature/ initial: \_\_\_\_\_

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SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Wipe down the walls		X		
Disinfect refuse area floors		X		Twice per week
Wash, disinfect and line refuse bins	X			
<b>WINDOWS</b>				
Clean all windows and window frames on the inside			X	
Clean glass windows and frames of inter-leading internal passage doors	X			
Clean main entrance foyer glass windows and window frames internally and externally		X		
<b>SPILLAGE AND EMERGENCY CLEANING</b>				
Spillages within any area in the building				As and when necessary
<b>PARKING GARAGE, AND GARAGE STAIRWAYS, CAR WASH BAYS, GOODS STORAGE HOLDING AREAS</b>				
Sweep cement roadway/floor/ stair surfaces	X			
Clean tiled /floor/stair surfaces	X			
Empty, clean and disinfect bins	X			Twice daily
Deep clean roadway/floor/stair surfaces			X	
Dust and wipe mirrors and signage		X		
Wash walls, mirrors and signage			X	
<b>GRAFFITI</b>				
Graffiti to be obscured and removed				As and when necessary
<b>GYMNASIUM</b>				
Maintain the cleanliness of the gymnasium area and equipment	X			Twice daily
Disinfect all gymnasium equipment	X			Twice daily
Disinfect the steam room	X			Twice daily
<b>SICK BAY AND BED LINEN</b>				
Clean, disinfect and sick bay area				After every use
Bed linen				After every use
SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
<b>REST ROOMS/ CHANGE ROOMS/ STEAM ROOMS</b>				
Deep cleaning of toilets and urinals	X			Twice daily
Clean & disinfect toilet bowls (inner & outer)	X			Twice daily
Clean & disinfect toilet urinals (inner & outer)	X			Twice daily
Wipe down toilet roll holder cabinets	X			



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SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Wipe & clean mirrors	X			
Wipe down & clean walls, doors and / partitions	X			
Dust lights		X		
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor with disinfectant		X		
Wash/Clean & disinfect wash hand basins and taps	X			Twice daily
Replenish air-freshener dispensers		X		On regular basis
Wipe light switches		X		
Wipe and clean hand drying header stations	X			
Empty, clean and line waste bins	X			Twice a day
Ensure that ladies sanitary bins are emptied, cleaned and disinfected	X			Twice a day
Empty, clean and line all waste receptacles	X			Twice a day
Clean all metal fittings	X			
Treat all surfaces against staining, fungal and bacterial growth		X		
Replenish toilet paper, paper hand towels and liquid hand soap and seat wipes to dispensers	X			Twice a day
<b>KITCHENS</b>				
Sweep & wash floor	X			
Clean kitchen spillages	X			As and when necessary
Clean & wipe down walls, doors and cupboard doors, Shelves	X			
Clean eating, drinking and catering utensils and materials	X			
Damp clean kitchen appliances	X			
Clean and disinfect counter tops	X			Twice daily
Empty Waste bins, disinfect and line	X			Twice daily
Wash & clean kitchen zinc	X			Twice daily
Disinfect kitchen zinc	X			
<b>COMMON AREAS</b>				
Disinfect common areas	X			Twice a day

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## 2. FOOD AID SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Set and clear all catering utensils for meetings, events and any office gathering	X			As and when required, with 24 hours notification
Facilitate, prepare and clear all board rooms, meeting rooms before and after meetings, events and any office gathering	X			As and when required, with 24 hours notification
Provide drinking water to all offices and meeting rooms.	X			Twice daily
Refill water dispensers to all kitchens	X			Twice daily
<b>Please note that the service provider is not required to provide the utensils or crockery for Food Aid Services.</b>				

## 3. DECONTAMINATION OF OFFICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
The service provider shall decontaminate (includes pre-cleaning followed by sanitizing, sterilizing or disinfecting) the offices after Covid-19 case/s have been reported and shall adhere to the DPSA guidelines / National Department of Health protocols for Covid-19, as amended from time to time.				As and when required
When a quotation is sourced by a third (3rd) party, the amount must be billed as a pass-through cost				As and when required

## 4. WASTE MANAGEMENT

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Collect, sort and dispose of waste products generated by the building and its occupants, utilizing the waste area provided in the building	X			
Disinfect waste receptacles and waste areas	X			
Provide adequate waste receptacles, ensuring the sorting of waste to enable recycling by the waste collector agency	X			
Provide a clinical waste disposal service, with sanitary disposal facilities in each area of the building, appropriate to its need	X			
Remove waste from premises in case of municipality strike action				As and when needed

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Shred all white papers collected using the industrial shredder provided in the premises	X			
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## 5. GARDEN SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Maintain all, outdoor garden plants, and the garden in consultation with the NPA Logistics Manager, to ensure that plants are healthy and show vibrant growth		X		
Maintain all plants by watering, pruning, weeding, and composting. Replace dead plants.		X		
Ensure that light fittings and non-soil surfaces in the outdoor garden are cleaned	X			

## 6. CANTEEN SERVICES

Bidders must demonstrate their capability on rendering the required services. In addition, bidders must, in the table below indicate accept or not accept on a paragraph-by-paragraph basis as follows:

1. Indicate **accept** with the relevant requirement by marking the "Yes" and **not accept** by marking the "No".
2. If "No" is marked, the bidder must clearly state the reason for non-compliance and which alternative, if any, is offered. **NPA reserves the right to consider or not consider the bidders reasons or alternatives offered.**
3. Answering questions or supplying details by referring to other sections in the bid will not be accepted.
4. Should bidders fail to indicate "Yes"/" No", NPA will assume that the bidder is in agreement with the statement(s) as specified hereunder.

	CANTEEN SERVICES	ACCEPT	NOT ACCEPT	If "No", indicate alternative/ reason
6.1	Establishment and operation of a canteen at the NPA DPP South Gauteng Local Division premises, utilising the allocated area for the supply of basic meals, beverages and other items on a daily basis, to on-site personnel.			
6.2	Operation of the canteen will be from 07:00 to 16:00 on weekdays, excluding Public Holidays. (Any extended operating hours will be negotiated directly with the project manager, should such a requirement be deemed necessary)			
6.3	Provide meals at a competitive price.			
6.4	Provide meals for all dietary preferences, religions, cultural and etc.			
6.5	Provide adequate catering equipment, cutlery, crockery and linen.			

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6.6	Provide suitable disposable containers for the serving of food & beverages.			
6.7	Use only fresh ingredients for the snacks and ensure that no items that are beyond date are on offer.			
6.8	Prepare snacks, coffee and other beverages to acceptable food industry standards whilst also ensuring that no food preparation other than specified takes place on the premises.			
6.9	The NPA reserves the right to compare the prices of food to prices in the area and with other Service Providers.			
	<b>CANTEEN PREMISES:</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>	<b>If "No", indicate alternative/ reason</b>
6.10	The Service Provider will be responsible for the maintenance of the facility occupied as well as the servicing/repair of all existing canteen equipment.			
6.11	Approved improvements made to the premises will be for the account of the Service Provider.			
6.12	On termination of the contract, fixed improvements will become the property of the landlord unless otherwise agreed in writing between the parties (in consultation with the landlord).			
6.13	No compensation will be paid for any improvements made by the Service Provider.			
6.14	All furniture & fittings must be of acceptable industry standards. The NPA reserves the right to instruct the Service Provider to remove any furniture & fittings that is deemed unacceptable.			
6.15	On termination of the contract, the Service Provider must repair the damages incurred during his occupancy.			
6.16	No structural changes may be effected without the NPA's written approval.			
6.17	The service provider will be responsible to maintain and service the fat-trap on a quarterly basis.			
	<b>CATERING SERVICE</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>	<b>If "No", indicate alternative/ reason</b>
6.18	Provide catering services for the internal meetings and ad-hoc functions on request.			
6.19	Delivery of meals to the boardroom, internal meetings & ad- hoc functions within prescribed time frames.			
6.20	Provide meals in a presentable manner to clients.			
6.21	Provide adequate catering equipment, cutlery and crockery.			

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6.22	Remove catering equipment and clean/tidy venue at the end of functions/meetings.			
6.23	The cost to cater must be agreed upon between the Service Provider and the respective client and the NPA management hosting the function/meeting. (RFQ process will be followed). The cost of catering must be inclusive of catering utensils/crockery/cutlery/additional staff/linen/delivery)			
6.24	The NPA reserves the right to obtain catering for functions and meetings from other service providers (RFQ process will be followed)			
	<b>PREPARATION OF FOOD, PRICES AND STORAGE</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>	<b>If "No", indicate alternative/ reason</b>
6.25	The meals/beverages served will be of high quality and prepared in a clean and hygienic manner in accordance with all health and safety regulations.			
6.26	The Service Provider and NPA shall agree on a fixed price of meals and beverages for a period of every twelve (12) months for the duration of the contract.			
6.27	All menu items are to be individually priced.			
6.28	Any food price increase is to be agreed with the NPA prior to implementation.			
6.29	The Service Provider shall maintain a stock of consumables in the stores, at his own risk, provided that all local council by-laws and the Occupational Health and Safety Act are adhered to.			
6.30	The NPA shall not be responsible or liable for any loss or damage to the Service Provider's stock of consumables and equipment stored in the canteen			
	<b>TELEPHONE FACILITY:</b>	<b>ACCEPT</b>	<b>NOT ACCEPT</b>	<b>If "No", indicate alternative/ reason</b>
6.31	The NPA will provide a telephone point/s in the canteen area. All costs associated with telephone and related charges will be for the account of the Service Provider. The Service Provider will be billed on a monthly basis to this effect.			

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## 7. PEST CONTROL

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Preventative Pest Control – fumigation				Every three months
Reactive Pest Control until infestation is eradicated				As and when required
Inspection and monitoring of pest infestation				6 weekly (as stipulated by the Act)
Provide service reports			X	

## 8. AD HOC SERVICES

6. ADDITIONAL SERVICES				
AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
<b>PORTER SERVICE</b>				
To assist with the movement of office furniture	X			08H00 – 16h30 on Weekdays, as and when required
To assist with loading and off-loading				
Distribution of inventory and other goods between various locations within the building.				
<b>MAINTENANCE AND REPAIRS SERVICE</b>				
This service includes but are not limited to minor general repair and maintenance e.g. furniture repairs				08H00 – 16h30 on Weekdays, as and when required
When a quotation is sourced by a third (3rd) party, the amount must be billed as a pass-through cost.				

## 9. MANAGEMENT REPORTS

NO:	TYPE	REGULARITY
1	Pest Control survey record and inspection findings	After every six weeks
2	Pest Control survey activities/treatments	After every six weeks
3	Cleaning delivery challenges and recommendations	Monthly
4	Waste Management delivery challenges	Every second week
5	Incident reports, response, turn-around time and resolution status	Every second week
6	Additional work /services rendered- All work, which attract management fee, must be reported.	Monthly
7.	Food Aid Services – delivery, challenges and recommendations	Monthly

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### ADDITIONAL BUILDING INFORMATION - ANNEXURE B

**NB: Bidders are required to indicate the total number of cleaning personnel to be employed on site.**

#### Basement Levels 1 – 5

	Description	Number	Total floor size: 4731 m <sup>2</sup>
1	Car Parking bays	148	
2	Motor Cycle Bays	10	
3	Car Wash bays	3	
4	Strong rooms	5	
5	Canteen Delivery area	1	
6	Dry Waste store	1	
7	IT Server room/UPS room/Generator room	3	

#### Ground & Mezzanine Floors

	Description	Number	Total floor size: 2122 m <sup>2</sup>
1	Toilets: Female: Basin	3	
	: Cubicle	3	
	: Male: Basin	3	
	: Cubicle	2	
	: Urinals	2	
	Paraplegic: Bowl	1	
	: Basin	1	
2	Change rooms: Male: Toilet Cubicle	1	
	: Urinal	2	
	: Shower	2	
	: Basin	3	
	: Female: Toilet cubicle	3	
	: Shower	2	
	: Basin	3	
3	Reception and Waiting Area	1	
4	Fire arm safe	1	
5	Security room and office	1	
6	Security room at Garage	1	
7	Document Archive: Main Hall	1	
	: Strong rooms	5	
8	Store rooms	3	
9	Shredding room	1	
10	Shredding Refuse Room	1	
11	Health Centre: Sick Bays	3	
	: Contemplation area	3	
	: Common Area	2	
12	Gallery	1	
13	Lift and Fire Escape Lobby	1	
14	Goods Vehicle Delivery Bays	2	
15	Passages	2	
16	Kitchen	1	
17	Waste Area	2	
18	Ground floor Garage Entry/Exit Ramp	1	

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### Floor 1

No	Description	Number	Total floor size: 1868 m <sup>2</sup>
1	Document Centre: Main Hall	1	
	: Print Centre	1	
	: Document receiving Hall	1	
2	Store	3	
3	Training Rooms	3	
4	Lobby	1	
5	Stair and Lift Lobby	1	
6	Stationary Inventory Room	1	
7	Server room	1	
8	Library: Main Hall	1	
	: Lobby	1	
	: Office	2	
	: Research cubicles	6	
	: Store	1	
	: Toilet – Unisex: Basin	1	
	: Toilet Bowl	1	
9	Toilets: Male: Basin	5	
	: Urinal	6	
	: Toilet bowl	2	
	: Female: Basin	5	
	: Toilet bowl	7	
	: Paraplegic: Basin	1	
	: Toilet bowl	1	
10	Auditorium: Main Hall	250-seater	
	: Control room	1	

### Floor 2

	Description	Number	Total floor size: 1589 m <sup>2</sup>
1	Canteen: Main Kitchen: Food preparation area	1	
	: Dry Store	1	
	: Cold store	1	
	: Freezer room	1	
	: Scullery	1	
	: Cooking area	1	
	: Refuse room	1	
	: Office	1	
	: Servery : Food selection & payment	2	
	: Dining hall	1	
	: Dining Lounge	1	
2	Toilets: Male: Cubicles	2	
	: Urinals	2	
	: Basins	2	
	: Female: Cubicles	3	
	: Basins	2	
3	Recreation facility	1	
4	Recreation and Gymnasium Deck	1	
5	Garden – outdoor rooftop	7mX10m	
6	Store	1	
7	Gymnasium: Lobby	1	
	: Weight area	1	
	: Aerobic area	1	
	: Cardio equipment area	1	
	: Store room	2	



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	: Deck	1	
	: Change rooms: Female: Steam room	1	
	: Toilet cubicle	4	
	: Basin	3	
	: Change/Locker area	1	
	: Shower	4	
	: Change rooms: Male : Steam room	1	
	: Toilet cubicle	2	
	: Basin	3	
	: Change/Locker area	1	
	: Shower	4	
	: Urinal	3	
8	Stair and lift lobby	1	

### Floor 3

	Description	Number	Total floor size: 1122 m <sup>2</sup>
1	Offices	25	
2	Meeting room	1	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Store	1	
10	Toilets X 2 sets: Female: Cubicles	2 X 3	
	: Basins	2 X 2	
	: Male: Cubicles	2 X 2	
	: Urinal	2 X 2	
	: Basin	2 X 2	

### Floor 4

	Description	Number	Total floor size: 1177 m <sup>2</sup>
1	Offices	36	
2	Board room (12-seater)	1	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Store	1	
10	Strong room	1	
11	Toilets X 2 sets: Female: Cubicles	2 X 3	
	: Basins	2 X 2	
	: Male: Cubicles	2 X 2	
	: Urinal	2 X 2	
	: Basin	2 X 2	

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Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

#### **Floor 5**

	Description	Number	<b>Total floor size: 1132 m<sup>2</sup></b>
1	Offices	30	
2	Board room (50-seater)	1	
3	Boardroom (12-seater)	1	
4	Waiting area	1	
5	Passage	3	
6	Kitchen	2	
7	Production room	2	
8	Lift and Stair Lobby	1	
9	Smoking balcony	1	
10	Strong room	1	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

#### **Floor 6**

	Description	Number	<b>Total floor size: 1104 m<sup>2</sup></b>
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

#### **Floor 7**

	Description	Number	<b>Total floor size: 1104 m<sup>2</sup></b>
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	

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	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

#### **Floor 8**

	Description	Number	<b>Total floor size: 1100 m<sup>2</sup></b>
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

#### **Floor 9**

	Description	Number	<b>Total floor size: 1104 m<sup>2</sup></b>
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

#### **Floor 10**

	Description	Number	<b>Total floor size: 1008 m<sup>2</sup></b>
<b>1</b>	Offices	14	
	DPP Office Suite: DPP Office, Lounge and Meeting room	1	
	: Strong room	1	
	: Bathroom: Cubicle	1	
	: Basin	1	
	: PA Office and Waiting area	1	
	: Executive Boardroom	1	
<b>2</b>	Executive Lounge: Kitchen	1	
	: Lounge area	1	
	: Outdoor terrace	1	
<b>3</b>	Meeting room	2	
<b>4</b>	Boardroom (60-seater)	1	
<b>5</b>	Dining room (12-seater)	1	
<b>6</b>	Waiting area	1	
<b>7</b>	Passage	3	
<b>8</b>	Kitchen	1	
<b>9</b>	Production room	2	
<b>10</b>	Lift and Stair Lobby	1	
<b>11</b>	Smoking balcony	1	
<b>12</b>	Strong room	2	
<b>13</b>	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

#### **Floor 11 (for Facilities Company use)**

	Description	Number	<b>Total floor size: 204 m<sup>2</sup></b>
<b>1</b>	Meeting room	1	
<b>2</b>	Passage	1	
<b>3</b>	Kitchen	1	
<b>4</b>	Stairway and Lobby	1	
<b>5</b>	Store	2	
<b>6</b>	: Change room: Female : Toilet cubicle	4	
	: Basin	3	
	: Change/Locker area	1	
	: Shower	2	
	Change Room: Male : Toilet cubicle	1	
	: Basin	1	
	: Change/Locker area	1	
	: Shower	2	
	: Urinal	1	

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## SECTION 7

### MANAGEMENT FEE PERCENTAGE (%) (MAINTENANCE AND REPAIRS FOR AD-HOC/ ADDITIONAL WORK)

The bidders are requested to tick where applicable.

No.	Percentage	Applicable
1.	Zero (0) % to ten (10)%	_____ %

#### NB:

- . The management fee percentage must remain fixed for the period of the contract.
- . Failure to indicate the management percentage (%) fee, the bidder will not be allowed to charge a management percentage (%) fee on appointment and/ or when providing additional/ad hoc services.

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## SECTION 8

## SBD 6.1

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

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

### 3. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12

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5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

Bidder's Signature/ initial: \_\_\_\_\_



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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

(e)

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	---

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## SECTION 9

## SBD 4

### 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 interest <sup>1</sup> 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**

- 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**

<sup>1</sup> 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.

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

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 consortium <sup>2</sup> 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 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

<sup>2</sup> 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.

Bid No: NPA 01-22/23
Prepared by Supply Chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## SECTION 10

### Confirmation

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU YES / NO

### Declaration

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are fixed and valid for the stipulated period. I/We confirm the availability of the proposed team members/ and or services. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of bidder: .....

Date: .....

Are you duly authorized to commit the bidder: YES / NO

Capacity under which this bid is signed .....

### Domicilium

NPA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:

**NATIONAL PROSECUTING AUTHORITY, VGM BUILDING, WEAVIND PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA**

The bidder must indicate its domicilium citandi et executandi for all purposes of and in connection with the final contract.

**Any discrepancies between the information supplied here and the other parts of the bid may result in your bid being disqualified.**

Bid No: NPA 01-22/23
Prepared by Supply chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## SECTION 11

### 1. PRICING SCHEDULE FOR DPP JOHANNESBURG INNES CHAMBER (FIXED PRICES)

Name of bidder:

Bid Number: NPA 01-22/23

Closing time 11:00

Closing Date: 03 August 2022

1. Bidders are required to indicate a total bid price based on the **total cost** for completion of the contract, including **all expenses** and all applicable taxes.

DESCRIPTION OF SERVICE	PRICE PER MONTH-FIRST YEAR (VAT INCLUSIVE)	PRICE PER ANNUM-FIRST YEAR (VAT INCLUSIVE)	PRICE PER MONTH-SECOND YEAR (VAT INCLUSIVE)	PRICE PER ANNUM-SECOND YEAR (VAT INCLUSIVE)	PRICE PER MONTH-THIRD YEAR (VAT INCLUSIVE)	PRICE PER ANNUM-THIRD YEAR (VAT INCLUSIVE)	TOTAL BID PRICE FOR THREE (3) YEARS (VAT INCLUSIVE)
1. Cleaning – building = 19365m <sup>2</sup> and inclusive of eleven (11) floors and five (5) basement parking floors a. Hygiene services b. Food aid services							
2. Waste Management							
3. Garden services							
4. Pest Control							
<b>TOTAL PRICE</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL BID PRICE FOR 3 YEARS</b>				<b>R</b>			

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 01-22/23
Prepared by Supply chain Management Unit
Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## 2. PRICING FOR ADDITIONAL / AD HOC SERVICE (FIXED PRICE)

The bidder is required to indicate a fixed price for the following services including all expenses and all applicable taxes.

DESCRIPTION OF SERVICE	UNIT PRICE	PRICE (INCLUDING VAT)
1. Porter Service	Per hour	R

### CONDITIONS APPLICABLE TO THE BIDDER'S PRICING

- 3.1 **NB. Bidders are required to complete the above tables in full (pricing schedules) failure to complete will result in disqualification.**
- 3.2 Only the total bid amount for a period of three (3) years indicated on the pricing schedule will be utilized in calculating the points for price.  
**NB: If there are any discrepancies in the pricing proposal, the NPA may reject the bid based on the discrepancy.**
- 3.3 Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
- 3.4 Prices are to remain fixed and valid for the period of three (3) years. Non-fixed prices will not be considered.

### Declaration:

I/We have examined the information and conditions provided in the pricing schedule. I/We confirm that the prices quoted in this bid are fixed and valid for the stipulated period.

**Signature of bidder:** .....

**Date:** .....

Table 1

Bid No: NPA 01-22/23
Prepared By: Supply Chain Management Unit
Bid Description Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

## SECTION 12

### Annexure C: Bidder's Experience

NAME OF BIDDER: .....	<b>BID NO.: NPA 01-22/23</b>
-----------------------	------------------------------

*[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 31.2 of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]*

**The bidder must provide the following information: (a) Details of the bidder's current and past projects of similar type, size and complexity to the required services set out for this bid.**

Clients' Name, contact person and contact details	Project description	Project Cost	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities
e.g. ABC Trading	e.g. Facilities management services	e.g. R300 00.00	e.g. 1 March 2020 – 31 March 2021	e.g. Cleaning, hygiene, pest control

Bidder's Signature/ initial: \_\_\_\_\_



Bid No: NPA 01-22/23
Prepared By: Supply Chain Management Unit
Bid Description Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.

**SECTION 13 ANNEXURE C**



# **STANDARD LEASE AGREEMENT**

**(FOR COMMERCIAL STATE-OWNED PROPERTIES)**

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 01-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.	

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## **AGREEMENT OF LEASE**

Made and entered into by and between

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS  
DEPARTMENT OF PUBLIC WORKS, HEREINAFTER REFERRED TO AS THE  
“LESSOR”**

Address: **PRIVATE BAG X 3  
BRAAMFONTEIN  
2017**

Represented by:

In his/her capacity as

Duly authorised

**And**

**HEREINAFTER REFERRED TO AS “THE LESSEE”**

Address:

Represented by:

In his/her personal capacity as

(Delete whichever not applicable)

Bid No: NPA 01-22/23	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.	

## THE PARTIES HERETO NOW AGREE AS FOLLOWS:

### 1. DEFINITIONS

In this agreement, unless the context indicates otherwise, the following words have the meaning assigned to them hereunder:

**"commencement rental"** - the monthly rental payable in respect of the first year of the lease or, in the event of the first fixed period of the lease being less than one year, the rental determined for that period, the amount of which is stipulated in Clause 4.1 below;

**"commencement date"** - the date stipulated in Clause 4.1 below on which the lease commences;

**"the Parties"** refers to the Lessee and the Lessor;

**"the premises"** refers to the property as described in clause 2;

**"working days"** will exclude Saturdays, Sundays or public holidays and will be calculated exclusive of the first and inclusive of the last day, unless the last day falls on a Saturday, Sunday or public holiday.

**"escalation rate"** - the percentage or other index, mentioned in Clause 4.2, which adjusts the rental once per annum.

**"Lessor"** - the Government of the Republic of South Africa, herein represented by the Director-General of the Department of Public Works or his delegate.

**"termination date"** - the date stipulated in Clause 3.1 below on which the lease terminates;

**"Lessee"** - the person who shall lease the Government property who should sign and his signature hereto warrants that he is authorised to sign this agreement on behalf of the lessee;

Bid No: NPA 01-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Facilities management services at DPP South Gauteng Local Division, Johannesburg for a period of three (3) years.	

## 2. THE PREMISES

1. The Lessor who is the registered owner of the premises lets and the Lessee hires the

for the purpose of

## 3. PERIOD OF THE LEASE

1. The period of the lease shall be years commencing on and shall terminate on.

## 4. RENTAL AND OPERATIONS

1. The lessee shall pay to the Lessor rental for the premises in the sum of per month, without deductions or set off, monthly in advance on or before the seventh day of each month, commencing on.
2. The rental shall escalate at **(06%)** per annum from commencement date.
3. The rentals shall be paid to the National Department of Public Works in a manner and at such address as the Lessor may from time to time in writing direct.

## 5. DEPOSIT

1. The Lessee shall immediately after the Lessor has signed this lease agreement pay a deposit equal to but no less than one month's rental to the Lessor to be kept by him until termination of the lease.
2. The Lessor may in his discretion apply the deposit towards the payment of all amounts for which the Lessee is liable under this Agreement including, but without limitation, arrear rental, unpaid electricity and telephone accounts, the cost of repairing damage to the Premises, and /or replacing lost keys ; and

5.1.2 Whenever during the Lease period, the deposit is so applied in whole or part; the Lessee shall on demand reinstate the deposit to its original amount.

5.3 On termination of the lease the balance of the deposit not needed for the purposes set out in 5.2 above, is to be refunded to the lessee without interest.

Bidder's Initial/Signature:\_\_\_\_\_

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## **RATES AND TAXES**

3. The Lessor shall pay all municipal levies and taxes and any increases thereon.

## **6. ELECTRICITY AND WATER**

1. The lessee shall pay the cost of all current electricity and water consumed, as well as sanitary fees as and when it becomes due and payable, to the local authority and shall make all necessary arrangements directly with the local authority.

## **7. REPAIRS AND RENOVATIONS**

- 8.1 The Lessee shall notify the Lessor in writing within seven (7) days after the date of commencement of any defects in the leased property, the fixtures and belonging of the Lessor contained therein or thereon and/or the services and amenities relating thereto, and failing such notice the Lessee shall be deemed to have accepted the leased premises as being complete and without any defect.
- 8.2 The Lessee shall keep and maintain the interior of the premises at its sole cost and expense. This shall include doors, floors, inside walls, fixtures, fittings, electric light fittings, door handles, windows and window frames, locks and keys, as well as the electrical, plumbing, drainage and sanitary works on the premises.
- 8.3 In addition to 8.2, the Lessee shall keep the yard, fences and driveways as well as the exterior walls free of obstruction and in a condition acceptable to the Lessor.
  1. The Lessee shall keep and maintain at its sole cost and expense the interior of the premises and all other improvements thereon in the same good, clean and substantial state of order and repair as at the date of commencement of this Agreement and shall make good any damages or breakage done thereto by the Lessee or any third party, and shall at the date of termination hand over the property to the Lessor in the same good, clean and substantial state of order and repair as at the date of commencement, fair wear and tear excepted.

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2. The Lessee shall keep and maintain the roof and main walls in order. The Lessee shall keep the roof and the exterior of the building and all other improvements on the property, in a substantial state of good repair.

3. The Lessee shall keep the property clean and in a tidy condition and free from all rubble, to the satisfaction of the municipal authorities.

8.7 The Lessee shall be responsible for and take reasonable steps to prevent blockages and obstructions from occurring in the sewerage systems.

## **9. ALTERATIONS, FIXTURES AND STRUCTURAL CHANGES**

1. The Lessee shall not make any structural alteration and/or additions to the interior or exterior of the leased premises without obtaining prior written approval from the Lessor.

9.2 In the event of a breach of this clause the Lessor may give the Lessee seven (7) days written notice requiring the Lessee to restore the premises to the condition as is required by it, failing which, the Lessor may at its discretion cause the work to be carried out as a charge for the account of the Lessee or as a charge against any rental or deposits paid or to be paid by the Lessee. Any such action taken against the Lessee shall in no way deprive the Lessor of any other rights it may have in terms of the law and/or this Agreement, including termination of the Agreement.

9.3 On the date of termination the Lessee shall remove any alteration and/or fixture in or on the premises, whether affixed with or without the Lessor's approval, and shall make good and repair at his own cost and without recourse to the Lessor, any and all damages caused by such alteration and/or fixture.

## **1. COMPLIANCE WITH REGULATIONS**

1. If, during the period of this lease or any renewal thereof, any competent authority may require alterations to the leased premises in order to comply with any regulations, ordinances, by-laws, licensing rules or the like, the Lessee shall have no responsibility or obligation in this regard and it shall be the duty of the Lessor to comply with all such rules and regulations, whereby such works shall be carried out by the Lessor as expeditiously as possible, failing which, the Lessee shall have the right to undertake the necessary work at his own cost.

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## 2. RULES AND REGULATIONS

1. The Lessee must at all times observe and perform any rules and regulations set out in Schedule 1, and any amendments made in accordance with sub-clause 11.2 to the extent that they :
  1. Are reasonably necessary for the safety, care and cleanliness of the premises or for the preservation of good order in the premises or for the comfort of tenants of the premises; and
    - 11.1.2 Are not inconsistent with the Lessee's rights, powers and privileges under this lease.
  2. The Lessor, subject to sub-clause 11.1, may amend any rules and regulations set out in Schedule 1 provided the Lessee has been notified in writing of the amendment 30 days prior to taking effect and the Lessor has in determining its final form duly and reasonably taken into account the Lessee's comments.
  3. If any rule or regulation is inconsistent with any term of this lease, the term of this lease shall prevail to the extent of that inconsistency.

## 3. USE OF PREMISES

1. The Lessee must not use the premises for any purpose other than the one mentioned in clause 2.1.
- 12.2 The Lessee must not, without the prior consent in writing of the Lessor (which consent must not be unreasonably withheld) use or store or permit to be used or stored in or about the premises other than for customary office applications or any other purpose reasonably consistent with the permitted use any chemicals, fermentable or inflammable gases or substances.

## 4. CESSION, SUBLETTING AND TRANSFER OF OWNERSHIP

1. The Lessee shall not cede, assign, alienate or in any other way deal with the terms granted to it under this lease, nor shall the Lessee be entitled to sublet the leased premises to any party.



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## 5. OCCUPANCY

1. The Lessee must take possession of the premises immediately on the date of signing of this Agreement. The Lessee must occupy the premises on the start date of the lease and remain in occupation until such time that the Agreement is terminated in terms of the provisions hereof. If the premise are not occupied within the stated period, the Lessor reserves the right to immediately cancel the Agreement.

## 6. INTEREST AND LEGAL CHARGES

1. If the Lessee fails to pay rent or any other monies on due date the Lessor shall charge the Lessee and the Lessee shall pay on demand interest on overdue sums at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1) (b) of the Public Finance Management Act, 1999 (Act 1 of 1999).
2. This right to charge interest on overdue amounts shall not, in any way, detract from any other rights of the Lessor in terms of this lease.
3. The Lessee shall be liable for any costs incurred by the Lessor in enforcing any of its rights or the Lessee's obligations under this lease on an attorney and own client scale (which shall include collection charges) whether such costs were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgment, in regard to any appeal against any judgment or otherwise.

## 7. EXCLUSION OF THE LESSOR FROM LIABILITY

1. The lessee shall have no claim for damages against the Lessor and may not withhold or delay payment due to the Lessor by reason of:
  1. A breach by the Lessor of any of its obligations under this Agreement;
  2. Any act or failure to act by the Lessor or employee or agent of, or contractor to, the Lessor;
  3. The condition or state of repair at any time of the property or any part of the property;

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4. Any failure or suspension of, or any interruption in any facility or service supplies to the property;
5. Any interruption of, or interference with, the enjoyment or beneficial occupation of the property or part thereof caused by any building operations or other works to or on the property or building, whether by the Lessor or by a contractor appointed by the Lessor;
6. Any other event or circumstances occurring or failing to occur upon, in or about the property or the buildings, whether by the Lessor or anybody else.
2. The Lessor shall not be liable for any damage which the Lessee may suffer as a consequence of rain, hail; lightning, fire, earthquake, storm, riots, strikes or actions by enemies of the State, unless such damage is caused by the intent of the Lessor or its employees.

## 17. THE LESSOR'S RIGHT OF ENTRY

- 17.1 The Lessor's representatives, agents, employees and contractors may at all reasonable times, without thereby giving rise to any claim or right of action on the part of the Lessee, enter the property or any part thereof in order to inspect it, to carry out necessary repairs, replacements or other works, or to perform any other lawful function in the *bona fide* interest of the Lessor.
- 17.2 The Lessor shall ensure that this is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the property by the Lessee.

## 1. HOLDING OVER

1. While for any reason or any grounds the Lessee occupies the leased premises and the Lessor disputes its right to do so, then until the dispute is resolved whether by settlement or litigation ,the Lessee shall (notwithstanding that ,without prejudice to its rights) continue to pay an amount equivalent to the total rent provided for in this Agreement, and the Lessor shall be entitled, notwithstanding that the Lessee might categorise any such payment as rental, to accept and recover such payments, and such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the

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Lessor's claim then in dispute. If the dispute is resolved in favour of the Lessor, the payments made and received in terms of this lease shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the unlawful occupation or holding over by the Lessee.

## 2. DISPOSAL OF PROPERTY

1. The Lessee agrees that the Lessor shall be entitled to dispose of the property during this lease. Should the Lessor decide to dispose of the property during this lease, the Lessor shall give a six months termination notice and the lessee shall not be entitled to claim for damages or any other costs as a result of the termination of the lease.

## 20. LIABILITY OF PARTNERS /JOINT TENANTS

20.1 If the Lessee is a partnership then by their signature hereto, the individual partners of the Lessee bind themselves, both as a partnership and jointly and severally as individuals, for all the Lessee's obligations to the Lessor under or arising out of this lease, including but without limiting the generality of the foregoing, the payment of any compensation or damages which may be payable by the Lessee as a result of the cancellation or termination of this lease. Similarly joint Lessees shall be jointly and severally liable for all their obligations as Lessees under or arising out of this lease.

20.2 If a party enters into this agreement as agent or trustee of or for the benefit of a company or close corporation or trust not yet formed which is to be the Lessee, whether the party be described as trustee or as agent for the said company or close corporation or trust or not, then :-

20.2.1 if proof satisfactory to the Lessor has not been submitted to the Lessor within 30 days of the date of first signature of this lease that the company or close corporation or trust has been formed and has effectively ratified or adopted this lease, or lawfully accepted this lease as binding on it, the party concerned shall be liable hereunder as Lessee;

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1. If the company or close corporation or trust has become the Lessee such company, close corporation or trust shall be liable for the entire obligation imposed on the Lessee.

### 3. **INDEMNITY**

21.1 The Lessor's responsibility towards the Lessee is limited to the provisions of this Agreement and shall be applicable only in respect of the leased premises.

21.2 The Lessee hereby indemnifies the Lessor against any claim of whatever nature whilst it occupies the premises or finds itself on any part of the premises.

### 4. **DEFAULT BY THE LESSOR**

1. In the event of the Lessor being in default, the Lessee shall not be entitled to take steps for the cancellation of the lease unless the default continues for twenty (20) working days after receipt by the Lessor of a written notice from the Lessee setting out the alleged default.
2. Should the Lessor fail to remedy such default within (20) day period, the Lessee shall, without prejudice to any other rights it may have, be entitled to cancel the Agreement by written notice, which notice shall indicate the date of termination.

### 5. **DEFAULT BY THE LESSEE**

1. In the event of the Lessee failing to comply with any of the provisions of this Agreement, including the payment of rent, the Lessor shall give written notice to the Lessor of the alleged breach of contract and of the Lessor's intention to cancel the Agreement.
2. Should the Lessee still be in default twenty (20) days after the notice referred to in 23.1, the Lessor shall be entitled to:
  1. Terminate the contract in writing and claim damages.
  2. Evict the Lessee and claim damages
  3. Claim all outstanding amounts from the lessee.
3. Should the payment of rental fall in arrears for three consecutive months after the due date, the Agreement between the Lessor and the Lessee will

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automatically expire and regarded as being terminated with immediate effect without any obligation on the part of the Lessor to give notice in terms of clause

4. The Lessee will, in all instances of termination of the Agreement due to non-payment of rental, forfeit any right or claim of any kind that it may have in terms of this Agreement or otherwise and will be held responsible for all damages and/or repairs to the premises that may be necessary, as well as any outstanding rent plus interest at the rate as determined by the Minister of Finance, from time to time, in terms of Section 80 (1) of the Public Finance Management Act, 1999 ( Act 1 of 1999) .

## 6. **INDULGENCES**

1. No extension of time or any other indulgence which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Agreement, or affect such Party's right, or prevent such Party from strictly enforcing due compliance with each and every provision of this Agreement.

## 2. **TERMINATION OF AGREEMENT**

Notwithstanding anything to the contrary contained in clause 3.1, either Party to the Agreement may, at any time during the tenancy thereof terminate the Agreement on giving six (6) months written notice to other party. The Lessor does however have the discretion to accept a shorter period of notice (one month notice) in specific circumstances.

The Lessee may terminate the Lease agreement on such shorter notice (one month notice) as circumstances may render necessary on satisfying the Lessor that such termination is imperative due to the Lessee's circumstances not attributed to the Lessee own fault.

## 7. **WHOLE AGREEMENT**

1. This is the entire Agreement between the Parties
2. Neither Party relies in entering into this Agreement on any warranties, representations, disclosures or expressions of opinion which have been incorporated into the Agreement as warranties or undertakings.

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3. No variations or consensual cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.
4. No amendment of any term or condition of this Agreement or any waiver of any right herein shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both parties.

## 8. GENERAL

1. This Agreement shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

## 9. INTERPRETATION

1. In this Agreement, except where the context otherwise requires:
  1. The masculine includes the feminine;
  2. The singular includes the plural; and
  3. Any reference to a natural person includes a body corporate, firm or association.
2. The clause headings of the Agreement have been inserted for reference purposes only and shall not influence the proper interpretation of the subject matter.
3. The annexures to the Agreement are deemed to be incorporated in and forms an integral part of the Agreement.
4. The various parts of the Agreement are severable and may be interpreted as such.
5. The expressions listed in clause 1 bear the meanings assigned thereto and cognate expressions bear corresponding meanings.
6. If any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is contained in the definition clause.

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10. ***DOMICILIUM CITANDI ET EXECUTANDI***

1. The Lessor chooses as its *domicilium citandi et executandi* for all purposes arising from this Agreement:

Street Address: **78 DE KORTE AND DE BEER STREET  
BRAAMFONTEIN  
2017**

Telephone Number: **(011) 713 6000**

Facsimile Number: **(011) 403 1266**

2. The Lessee chooses as its *domicilium citandi et executandi* for all purposes arising from this Agreement:

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

3. Each of the Parties shall be entitled to, at any time and by way of written notice to the other Party, change its *domicilium citandi et executandi* to another physical address within the Republic of South Africa.

28.4 Any notice in terms of the conditions of the Agreement must either be:

28.4.1 Delivered by hand and signed for during normal business hours of the recipient; or

28.4.2 Sent by prepaid registered post to the address chosen by the addressee.

Bidder's Initial/Signature: \_\_\_\_\_

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28.5 A notice in terms of the provisions of the Agreement will be considered duly received:

28.5.1 If hand-delivered on the date of delivery and signed for by the recipient;

28.5.2 If sent by registered post, ten (10) days after the date it was posted, unless the contrary is proved.

28.6 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
FULL NAME OF LESSOR OR REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF LESSOR OR REPRESENTATIVE  
(Duly Authorised).

#### WITNESSES

1. \_\_\_\_\_  
FULL NAME SIGNATURE

2. \_\_\_\_\_  
FULL NAME SIGNATURE

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
FULL NAME OF LESSEE OR REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF LESSEE OR REPRESENTATIVE

Bidder's Initial/Signature: \_\_\_\_\_



CAPACITY  
WITNESSES

1. 

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FULL NAME	SIGNATURE

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## SCHEDULE 1 RULES AND REGULATIONS

The following Rules and Regulations referred to in the lease are to be observed by the Lessee. In the case of any inconsistency between the Rules and Regulations and the provisions of this lease the provisions of the lease shall prevail.

**1. Not to obstruct entrances etc.**

The entrances, foyers, footpaths, passages, halls, lifts, escalators, staircases and other common areas shall be used only for the purpose of access to and from the premises and shall not be obstructed by the Lessee.

**2. Not to obstruct air-conditioning ducts etc.**

The Lessee shall not in any way cover or obstruct:

1. the air-conditioning ducts and outlets or fire alarm or sprinkler systems servicing the premises or the building, or
2. any windows which reflect or admit light into any part of the building except by blinds or other window treatments approved by the Lessor.

**3. Use of toilets etc.**

1. The toilets, sinks, hand basins and other water supply apparatus shall not be used for any purpose other than that for which they were designed and constructed and no tea leaves, sweepings, rubbish, rags, ashes or other substances or articles likely to cause blockages shall be placed therein.
2. The cost of repairing or replacing any such items as a result of misuse by the Lessee or any damage resulting there from shall be borne by the Lessee.

**3. Signs & Signage**

1. No sign, advertisement or notice shall be inscribed, painted, fixed or displayed on any part of the outside or inside of the premises or the building except with the prior consent in writing of the Lessor and then only of such colour, size and

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style and in such place or places as shall be approved by the Lessor. Any approval of the Lessor must not be unreasonably withheld or delayed.

2. Signs on glass doors, walls or partitioning to identify the premises (approved by the Lessor) shall be painted or affixed on behalf of the Lessee by the Lessor at the cost of the Lessee.
3. The Lessee's name and other particulars approved by the Lessor shall be affixed by the Lessor at the expense of the Lessee to the directory board or boards located in the ground floor foyer of the building and on each floor of the building and in such other parts of the building as the Lessor shall from time to time consider appropriate.
4. **Blinds**

The Lessee shall not install, alter or remove any window blind, screen, curtain, awning or other coverings for external windows without the prior consent in writing of the Lessor which consent shall not be unreasonably withheld.

5. **Nuisance**

1. The Lessee shall not do or permit anything to be done in the building or bring or keep anything therein which will or will be likely to cause a nuisance in the building or obstruct, interfere, injure or annoy any other Lessee in the building.
2. The Lessee shall not do or permit anything which is likely to create a fire hazard or which may contravene the provisions of any insurance policy current in respect of the building or the premises or the requirements of the fire brigade or any other relevant authority which supplies services to the building.
3. **'To Let'**

The Lessor (after giving the Lessee reasonable notice) shall have the right during the last sixty (60) days prior to the expiration of the lease to bring prospective tenants and occupiers upon and into the premises (accompanied by a representative of the Lessee if the Lessee so requires) and to place thereon (and in any newspaper and by other usual means of advertising), the usual 'to let' notices which said notices shall not be removed or detracted from by the Lessee.

4. **Keys – Proximity Cards**

Bidder's Initial/Signature: \_\_\_\_\_

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All keys and/or proximity cards and any duplicates or copies of those keys or cards forming part of the building's security management system installed and operated by or for the Lessor and provided by the Lessor to the Lessee for use during the Lessee's occupancy shall be forthwith surrendered to the Lessor on the expiration or earlier termination of the lease. The Lessee shall not cause or permit duplicate, facsimile or copies of the keys or cards to be made without the prior consent in writing of the Lessor.

## 5. **Noise**

The Lessee shall not make or permit to be made any improper or unseemly noise in the building or interfere with other lessees or persons properly entitled to be in the building, or with the property of any such person, or mark or otherwise deface the building or any part of the building.

## 6. **Rubbish**

Nothing shall be thrown by the Lessee out of the windows or doors or into the lift wells or left in any of the common areas of the building and the Lessee shall not allow excess rubbish to accumulate within the premises.

## 7. **Animals**

No animals or birds shall be brought into or kept in or about the building without the prior consent in writing of the Lessor.

## 8. **Lifts**

1. The lifts shall be regulated by and be under the control of the Lessor at all times.
2. Subject to the lease, the Lessor shall not be responsible for any inconvenience, loss, damage or harm in any way howsoever caused directly or indirectly by the non-operation, stoppage or malfunction of the lifts at any time.
3. The Lessee shall use the passenger lifts only for passengers and shall not use the same for the carriage of goods other than with the prior consent in writing of the Lessor and upon such conditions as the Lessor from time to time may impose.

Bidder's Initial/Signature: \_\_\_\_\_

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#### 4. **Accident or Defect**

1. The Lessee shall give to the Lessor prompt notice in writing of any accident to or defect in any of the services in the building.
2. If any fire, flooding, explosion or other sudden peril or emergency occurs or appears likely to occur and the Lessee is aware of same the Lessee shall immediately notify the Lessor.

#### 3. **Lighting**

The Lessee shall at its cost repair or replace any defective, damaged or broken electric bulbs, tubes, globes and other means of illumination (but excluding light fittings) in the premises.

#### 16. **Food**

The Lessee shall not prepare or cook food in any areas other than those areas which are provided in the premises or the building for the purpose and which are approved by the Lessor for this purpose.

#### 17. **Building Manager**

For the purposes of these Rules and Regulations and the Lessee seeking any consent or approval from the Lessor in relation to same the Lessee shall, in the first instance, contact the Lessor's employee holding the position of Building Manager for the building.

#### 18. **Lessee's Representative**

The Lessee shall at all times nominate to the Lessor a representative of the Lessee who can be contacted on a twenty-four (24) hour basis in relation to premises or any emergency arising thereto.

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#### 19. **Persons for whom the Lessee is Responsible**

The Lessee must do all things reasonably practicable to ensure that the Lessee's licensees, clients, customers, visitors and invitees comply with these Rules and Regulations, and the provisions of the lease.