



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT INVITES ALL INTERESTED PARTIES TO SUBMIT BIDS FOR REQUIREMENTS AS STIPULATED BELOW:

DOCUMENT NUMBER:	RFB 01-2023
RFB ISSUE DATE:	02 August 2023
Compulsory Physical Briefing Session	11 August 2023 at 10h00am
Closing Date for written Question	18 August 2023
Publishing of Answers in Departmental Website	25 August 2023
RFB Closing Date and Time:	08 September 2023 at 11h00am.
RFB VALIDITY PERIOD:	120 Days
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF CLEANING AND GARDENING SERVICES FOR POINT BRANCH COURT FOR A PERIOD OF 24 MONTHS.
PERIOD:	Twenty Four (24) MONTHS
BRIEFING/SITE SESSION:	COMPULSORY PHYSICAL BRIEFING/SITE SESSION WILL BE HELD ON: 11 August 2023 AT 10H00AM
VENUE FOR BRIEFING/SITE SESSION	Point Branch Court, 99 Shepstone road, Durban, 4000
RESPONSES TO THIS RFB MUST BE FORWARDED TO:	BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DOJ&CD)PRETORIA CENTRAL
ENQUIRIES:	E-Mail Address: SCM@justice.gov.za

 02/08/2023

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ANNEX A.1: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the: **Appointment of a service provider for the procurement of cleaning and gardening services for Point Branch Court for a period of 24 months.**

1.2. BACKGROUND

Point Branch Court is a family court that was opened in February 2021. The court has 4 full courtrooms and 2 mediation rooms designed for inquisitorial hearings like that of the children’s court and maintenance matters. These serve as two additional courtrooms. The court was designed to ensure the privacy and dignity of all court users and to ensure the conducive working environment for the staff. The courtrooms all have capability for virtual hearings. The department has a current contract providing cleaning and gardening services which will expire upon conclusion of a new contract.

2. SCOPE OF BID

2.1. SCOPE OF WORK

2.1.1 Scope of cleaning services

Cleaning Services must be supplied for Mondays to Fridays excluding Public Holidays between 6h00 am to 15h00 pm		
1.	DAILY ACTIVITIES	
1.1	All floors, steps, escalators, passages, entrances, lifts, fire escapes and tea Kitchens.	Sweep / damp sweep to ensure a high degree of tidiness.
1.2	Toilet pans, seats, covers, urinals, towel rails, taps, doors and door handles, venetian blinds, partitioning, door taps and metal surfaces.	Clean and disinfect every two hours with approved disinfectants which 70% alcohol based.
1.3	Furniture	Must be polished with approved polish.
1.4	Telephones, heaters and fans	Wipe with a damp cloth, which has been put in liquid with a disinfecting liquid.
1.5	Marble surfaces, stone and cement floors, outside steps and stairs.	Machine washes with soap solution.
1.6	Ashtrays and wastepaper baskets in offices, passage and entrances. Wash cutlery Dish clothes and dishwashing liquid soap Water dispensers in passages and in Magistrates offices. Water jugs Anti-bacterial Liquid Hand Soap	Empty, wash or wipe with a damp rag, and replace as found. Wash dishes, clean microwaves, stoves, cupboards and clean refrigerators. Provide clean dish clothes and dishwashing liquid soap Wash and refill all water dispensers in the passages and in the Magistrates offices. Wash and fill water jugs for the Magistrate benches in all courts Refill and ensure that there is always Anti-bacterial Liquid Hand Soap in all ablutions at all the time,

1.7	Toilets, Toilet bowls, toilet seats, loose urinals, and wash basins, tiles, mirrors, showers, restrooms and drinking fountains.	Clean and disinfect every two hours with approved disinfectants which 70% alcohol based.
1.8	Desks and furniture in offices as well as glass writing surfaces & telephones.	Dust off with dust rag or wipe with a damp cloth.
1.9	Windowsills, glass doors/items and handrails.	Dust and wipe with a damp cloth if required.
1.10	Outside, cement surfaces, around buildings. As well as internal courtyards that form part of the building / garages and paving.	Pick up any rubbish daily.
1.11	Conference rooms, lecture rooms, computer rooms, workrooms and laboratories.	cleaning must be arranged with the occupant. Must be disinfected before and after every meeting.
1.12	Courts must be cleaned before 9H00 am and be disinfected after every court sitting	Daily
1.13	Cells, including holding cells, must be cleaned and be disinfected before and after each inmate	Daily
1.14	All the rubbish bins and ashtrays must be cleaned and washed in all the offices, lobbies and hallways.	Daily
1.15	Rubbish lying around must be removed immediately when found during the day.	Daily
1.16	Lift, floor, doors, roof, walls	Wash with soap solution.
1.17	All copper and brass fittings.	Polish with approved metal polish.
2	WEEKLY ACTIVITIES	
2.1	Walls and ceilings	Must be dusted/ Damp wipe.
2.2	All brass items inside and outside the building	Must be cleaned with polish and well buffed.
2.3	All the safes and storerooms	Must be cleaned.
2.4	Tar surfaces, parking areas, parking garages. As well as outside cement surfaces around buildings.	Sweep clean with brooms and scrub if dirty.
2.5	Carpets must be vacuumed.	weekly
2.6	Floors / Wooden floors must be sprayed and buffed / scrubbed and polished with approved floor polish to ensure high gloss floors.	weekly
2.7	The rubbish must be put in front of the building every applicable day to be taken away by the Municipality.	weekly
2.8	The Rubbish bins outside must be placed once a week and the garbage bags must be changed frequently as and when necessary.	weekly
2.9	Loose mats and wall-to-wall carpeting.	Vacuum and remove marks and stains where necessary.
2.10	Visible pipes	Clean all visible pipes
3	MONTHLY ACTIVITIES	
3.1	Wood, block and vinyl floors.	Scrub as required to remove marks / stains and polish with non-slip polish.
3.2	Walls, lampshades and all surfaces that can be cleaned.	Damp wipe / Wash to insure a high degree of tidiness
3.3	All wooden panels against walls	Must be polished.
3.4	All the lights	Must be dusted.
3.5	Clogging	Approved agents should be put in basins and urinals to prevent clogging

4		
QUARTERLY ACTIVITIES		
4.1	Glass partitions, windows and doors.	Wash to insure a high degree of tidiness.
4.2	Furniture with material coverings.	Vacuum and remove stains and dirty marks.
4.3	Parking areas including basements and garages. Including the cleaning of the yard.	Machine scrub with soap solution & degreaser cleaning detergent.
4.4	Windows	Wash all windows to ensure high degree of tidiness
4.5	Strip and seal the floor.	To ensure high degree of shining.
5		
HALF-YEARLY ACTIVITIES		
5.1	Shampoo carpet with high foam liquid	To maintain colour
6		
ANNUAL ACTIVITIES		
6.1	High rise windows	Wash all windows to ensure high degree of tidiness

2.1.2 Scope of Gardening Contract

1.	Clear all conspicuous rubbish	Daily
2.	Flower beds and grass area to be cleared of leaves and debris	Daily
3.	Gardens to be watered	Daily
4.	Sweep and wash in accordance with the finish so that all dust, leaves etc. are removed	Weekly
5.	Sweep parking area- weekly	Weekly
6.	Paving: hose down with clean water or scrub	Weekly
7.	Grass to be cut and edged (Weekly or dependent on the growth rate)	Weekly
8.	Hedges and low-level trees to be trimmed to maintain shape	Bi-Weekly
9.	Remove oil, petrol and brake fluid stains with an appropriate approved cleaning detergent	Monthly
10.	Remove oil, petrol and brake fluid stains with an appropriate approved cleaning detergent.	Monthly

2.1.3 Occupants

* State Approximate Total Occupants at Any One Time

I. Permanent staff	55
II. Visitors per day	±250

2.1.4 Guidelines

Number of Cleaner	6
Supervisor	1
Gardner	1
Each cleaner to cover	1000 M2
*Approximate area to be cleaned:	6,450m ²

2.2. DELIVERY ADDRESS

1.	Point Branch Court, 99 Shepstone road, Durban, 4000
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3. REQUIREMENTS

3.1 PRODUCTS/SERVICES/SOLUTION REQUIREMENTS

1.	THE CONTRACTOR WILL BE RESPONSIBLE FOR THE TIMELY REPLACEMENT OF	
1.1	Toilet paper [Two ply – White] (three times per day)	
1.2	Anti-bacterial liquid hand soap [As approved] To be compliant with COVID-19 Pandemic	
1.3	Disinfectants in line with COVID-19 pandemic and air fresheners [As approved].	
1.4	The provision of sterile containers (she- bins) in ladies' toilets in which sanitary towels may be disposed of required [system with weekly service AND monthly refills]. This should include the weekly service and maintenance of the she-bins.	
1.5	The contractor is also responsible for the provisioning of all the accessories related to the she bins including, seat wipes, plastics and plastic liners.	
1.6	Paper hand towels (daily – as required)	
2.	GENERAL	
2.1	Warning signs must be provided and displayed when the floors are washed or polished.	
2.2	Safety belts must be supplied and worn each time the windows are being washed on the outside.	
2.3	An Authorised officer from Department of Justice & Constitutional Development will carry out regular inspections to ensure that the work is done according to the above-mentioned specifications.	
2.4	In the above-mentioned specification the following words namely Dust, Sweep, Clean, Wash, Vacuum and Polish has the meaning as set out here under.	
2.5	Cleaning supervisors to adhere to the checking of the above-mentioned facilities 3 times a day and signing off accordingly Please note that public toilets must be checked every two hours in respect of cleanliness and to replenish toilet paper and signing off.	
2.6	Provide cleaners with household gloves and masks to be worn at all times	
3	PROVISION OF CLEANING MATERIALS AND EQUIPMENT'S	
3.1	<p>The contractor will be responsible for the provision of all cleaning materials and equipment that may be required to ensure efficient service. The supplier must supply but not limited to the following equipment's:</p> <p>NB. The equipment must always be clean and in a working condition, maintenance of the equipment is the contractor's responsibility. The equipment could either be leased or owned by the service provider. In case of leased equipment, proof or supplier; quantities; and specifications to be attached with the bid.</p> <p>The equipment used by the service provider must comply with regulations of the machinery and occupational safety act. At the cost of the service provider, the service provider must supply all staff with the correct personal protective equipment required to perform their duties in compliance with OHS Act 85 of 1983. The cleaning equipment and machinery supplied by the service provider must be</p>	<p>Industrial vacuum cleaners Industrial polishers Trolley mops for each cleaner High rise cleaning equipment Industrial carpet washing equipment</p>

	of an industrial quality and will be inspected before awarding of a contract. Failing to meet this requirement will result in not awarding the contract.																																		
3.2	The supplier must supply but not limited to the following cleaning material: The service provider shall, at own costs be responsible for supplying all consumable items including but not limited to the FOLLOWING	<table border="1"> <tr> <td>Brooms soft hair (dust broom)</td> <td>Long feather duster</td> </tr> <tr> <td>Carpet brooms</td> <td>Dish/glass cloth</td> </tr> <tr> <td>Dusters (feather short)</td> <td>Dustpan + brush</td> </tr> <tr> <td>Duster clothes (yellow/orange)</td> <td>Red/black floor pad (polishing)</td> </tr> <tr> <td>Mops floor</td> <td>Masks (cleaning toilets)</td> </tr> <tr> <td>Gloves (cleaning of toilets)</td> <td>Multipurpose cleaning cream</td> </tr> <tr> <td>Disinfectants</td> <td>Bleach (thin & thick)</td> </tr> <tr> <td>Floor polish</td> <td>Furniture polish</td> </tr> <tr> <td>Liquid metal polish</td> <td>Non slip polish</td> </tr> <tr> <td>Light floor polisher</td> <td>Pine gel</td> </tr> <tr> <td>Carpet shampoo</td> <td>Floor stripper</td> </tr> <tr> <td>Window/ mirror cleaner</td> <td>Degreaser cleaning detergent</td> </tr> <tr> <td>Deo blocks</td> <td>Refuse bags</td> </tr> <tr> <td>Liquid soap (kitchen)</td> <td>Toilet hand soap</td> </tr> <tr> <td>Toilet paper (double-ply SABS approved)</td> <td>Hand towel paper</td> </tr> <tr> <td>Toilet brush and container</td> <td>Window kit</td> </tr> </table>	Brooms soft hair (dust broom)	Long feather duster	Carpet brooms	Dish/glass cloth	Dusters (feather short)	Dustpan + brush	Duster clothes (yellow/orange)	Red/black floor pad (polishing)	Mops floor	Masks (cleaning toilets)	Gloves (cleaning of toilets)	Multipurpose cleaning cream	Disinfectants	Bleach (thin & thick)	Floor polish	Furniture polish	Liquid metal polish	Non slip polish	Light floor polisher	Pine gel	Carpet shampoo	Floor stripper	Window/ mirror cleaner	Degreaser cleaning detergent	Deo blocks	Refuse bags	Liquid soap (kitchen)	Toilet hand soap	Toilet paper (double-ply SABS approved)	Hand towel paper	Toilet brush and container	Window kit	
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3.3	The contractor undertakes to provide proper plastic bags for the removal of wastepaper basket paper at own cost. This wastepaper must be delivered to a central point daily on the ground floor of the building or in an area as agreed to with the building manager																																		
4	CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR																																		
4.1	The contractor's personnel must make use of store and rest room facilities as indicated. It will be the responsibility of the contractor to ensure that these facilities are clean and tidy.																																		
4.2	The contractor and his/her personnel are prohibited from reading or going through records in offices.																																		
4.3	Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.																																		
4.4	The contractor undertakes to keep the number of workers allowed in a building to the essential amount required and that the necessary supervision of staff will be strictly monitored and supervised.																																		
4.5	Personal hygiene of the contractor, his personnel, and agents must always be maintained at an acceptable standard.																																		
4.6	In accordance with the law on control and entry to public areas and vehicles, 1985(law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z (2) of the mentioned law.																																		
4.7	The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.																																		
4.8	Employees of the contractor shall not loaf about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be out of the premises. No employee is allowed after working hours except if they have permission from the responsible officer in charge of the building.																																		

4.9	Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to supply a service. If the service is not required in that specific area at the time, then entry to the area is prohibited.
4.10	Without prejudicing the contractor's right to choose his/her own personnel, the Department reserve the right to, always to indicate personnel to the contractor who is a security, health or safety risk. Such persons will not be allowed to be used by the contractor to carry out his duties.
4.11	In such a case the contractor will immediately honour the Departments request and shall have no claim of loss or damage against the Department.
4.12	Each employee of the contractor will be provided with a photo identity card by the contractor. The card must have the following particulars, a) Name of Firm (Contractor) b) Name of employee c) Identity number of Employee d) Signature of the Employee
4.13	The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands.
4.14	The employees or persons in the service of the contractor who are working in or around an involved building providing the services as stated in this contractor must at all times be dressed in a manner which is to the Departments approval.
4.15	No information may be provided by the contractor or his affiliates of state activities to the public or news media.
4.16	The employees or persons in the service of the contractor who are working in or around an involved building must be SECURITY CLEARED BEFORE commencing with the Cleaning Service and CLEARANCE CERTIFICATES must always be available on request.
5	IDENTITY
5.1	The contractor and his/her affiliates enter on the premises at own risk.
5.2	The contractor indemnifies the Department against any occurrence that he is aware of or not aware of his/ her personnel that are used for services that fall outside this contract.
5.3	The contractor will at own cost take out an insurance policy against any claim, cost, loss or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contractor. Such an insurance Policy must be handed over to the Department on termination of this contract.
6	DRESS CODE
6.1	The successful bidder will be required: to ensure that a uniform displaying the company logo and name are always worn Ensure that staff uniform is always clean and neat. To ensure that all cleaning staff always wear identity tags, when cleaning services are rendered in the building
7	HYGIENE SERVICES
7.1	White She Bins Reliable, durable sanitary bins which offers high levels of hygiene protection for users. Capacity: 15L Dimension: H400mm x W510mm x D 160mm Infra-red sensor and the lid to open quietly Integral antibacterial technology to prevent the spread of Bacteria Reliable operation, safe and discreet on-site sanitation service Fully lined and sealed for increased hygiene Fully serviced with waste disposed in an environmentally friendly manner Weekly service intervals Top down disinfection and deodorising of bin and contents with SHE bin liner
8	INSTALLATION OF AIR FRESHENER DISPENSERS & REFILLS

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4. BID EVALUATION STAGES

- i. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- ii. The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Local Content and Production evaluation (if applicable)	NO
Stage 3A	Technical Mandatory requirement evaluation	YES
Stage 3B	Technical Functionality requirement evaluation	YES
Stage 4	Special Conditions of Contract verification	YES
Stage 5	Price / Specific goals evaluation	YES

ANNEX A.2: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL the bid pre-qualification requirements for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the DOJ&CD is unable to verify whether the pre-qualification requirements are met, then DOJ&CD reserves the right to-

- a) Reject the bid and not evaluate it, or
- b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) Submission of bid response: The bidder has submitted a bid response documentation pack:
 - a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;
 - b) In the correct format as one original document, one copy and two copies on memory stick / USB.
- (2) **Attendance of briefing session:** Physical compulsory briefing session. Failure to attend physical compulsory briefing session will result in automatic disqualification
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, supposed to be registered as a Supplier on National Treasury Central Supplier Database. All service providers willing to participate in this Tender must be registered on the Central Suppliers Database in order to do business with the State
- (4) **Invitation to Bid – SBD 1:** Complete and sign the supplied pro forma document.
- (5) **Pricing schedule – firm prices- SBD 3.1:** Complete and sign the supplied pro forma document.
- (6) **Bidder's disclosure – SBD 4:** Complete and sign the supplied pro forma document.
- (7) **SBD 6.1 preference points claim form in terms of preferential procurement regulations 2022:** Complete and sign the supplied pro forma document.
- (8) **Good standing on Tax Affairs:** The bidder (including the sub-contractor where applicable) must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes.

ANNEX A.3: MANDATORY REQUIREMENTS

6. MANDATORY REQUIREMENTS

6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be in the bid response as “NOT COMPLY”.
- (3) The bidder must complete the declaration of compliance as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS for the bid to proceed to the next stage of the evaluation.
- (5) No URL references or links will be accepted as evidence.
- (6) Each submission is checked for compliance. If the submission complies, it will move to the next round in the evaluation process. The following documents are compulsory; failure to submit together with the proposal shall result in a company being disqualified.

6.2. MANDATORY REQUIREMENTS

MANDATORY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE (USED TO EVALUATE BID)	EVIDENCE REFERENCE (TO BE COMPLETED BY BIDDER)
Registration for Compensation for Occupational Injuries and Diseases Act (COIDA) (Letter or Certificate)	Letter or Certificate	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, 9.2
Proof of registration with National Contract Cleaner	Letter or Certificate	

MANDATORY REQUIREMENTS	SUBSTANTIATING EVIDENCE OF COMPLIANCE (USED TO EVALUATE BID)	EVIDENCE REFERENCE (TO BE COMPLETED BY BIDDER)
Association (NCCA) or Bargaining Council for Contract Cleaning Services Industry (BCCCI) or other that is Gazetted		

6.3. DECLARATION OF COMPLIANCE

	Comply	Not Comply
<p>The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that –</p> <p>(a) The bid complies with each TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND</p> <p>(b) Each requirement specification is substantiated by evidence as proof of compliance.</p>		

ANNEX A.4: FUNCTIONAL EVALUATION REQUIREMENTS

7. FUNCTIONALITY EVALUATION REQUIREMENTS

7.1. INSTRUCTION AND EVALUATION CRITERIA: CONDITION FOR EVALUATION

The bidder must complete in full all the technical functionality requirements. Where necessary, the bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be in the bid response as “NOT COMPLY”.

Evaluation per requirement will be utilized. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each technical functionality mandatory requirement will be evaluated using a rating –as indicated per functionality requirement.

A panel representing the DOJ&CD will evaluate the proposals received according to a set of evaluation criteria. In respect to the evaluation matrix, the prospective service bidders will be rated from 0 to 5 in that:

Score	Meaning	Explanation
0	<ul style="list-style-type: none"> ○ No evidence ○ Nonresponsive 	Does not comply, no evidence / no reference / no information / no inputs.
1	<ul style="list-style-type: none"> ○ Very poor 	Information provided does not meet the technical requirements.
2	<ul style="list-style-type: none"> ○ Poor ○ Inadequate 	Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidder's capabilities and/or experience in that service category.
3	<ul style="list-style-type: none"> ○ Satisfactory ○ Average 	Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.
4	<ul style="list-style-type: none"> ○ Good ○ Fully meet requirement 	Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service.
5	<ul style="list-style-type: none"> ○ Exceed requirements ○ Very good / Best practice 	Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.

Bidders must comply with this section as they form the basis for scoring a bidder's proposal. For a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any prequalifying conditions or mandatory requirements preceding this phase of the evaluation.

In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.

Bidders that score less than **60** out of **100** points in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.

The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. reference to schedule, section and page number of their bid response, etc.).

Weighting of requirements: The full scope of requirements will be determined by the following weights:

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
1	Company operational experience							10
2	Company experience (testimonial/s/ references of servicing office space of at least a minimum of 6 450m2)							10
3	Team leader/supervisor experience							10
4	Project Plan							30
5	Health and Safety Plan							05
6	Infrastructure							20
7	Cleaning and gardening equipment							15
	TOTAL							100

7.2. TECHNICAL EVALUATION FUNCTIONALITY SCORING

- The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response e.g. reference to sections and page numbers of their bid response, etc. The Department will not provide a score for a specific item should the bidder (i) not substantiate their response or (ii) accurately reference their response substantiation in their bid response.

No.	Technical Functionality requirements	Scoring	Weighting
1	<p>Company operational experience:</p> <p>Service provider must have a minimum of five (5) years operational experience in rendering cleaning and gardening services- list of previous projects completed to be attached as evidence.</p>	<ul style="list-style-type: none"> • Experience above seven (7) years = 05 points. • Experience above five (5) to seven (7) years = 04 points. • Experience equal to five (5) years = 03 points • Experience below five (5) to three (3) years = 02 points. • Experience below three (3) years = 01 point. • No experience = 0 point. 	10
2	<p>Company experience (testimonial/s/ references of servicing office space of at least a minimum of 6 450m2)</p> <p>The service provider must provide testimonial/s indicating experience period of 5 years, servicing office space of at least a minimum of 6 450m2.</p> <p>Bidders must attach testimonials/reference letters from previously service Departments or Organizations</p>	<ul style="list-style-type: none"> • Testimonial/s indicating above seven (7) years' experience and 9000m2 and above = 05 points. • Testimonial/s indicating above five (5) to seven (7) years' experience 6 450m2 to 9000m2 = 04 points • Testimonial indicating equal to five (5) years' experience and 6 450m2 = 03 points. • Testimonial indicating below five (5) years to three (3) year experience and 6450m2 or below = 02 points. 	10

		<ul style="list-style-type: none"> • Testimonial indicating below three (3) years' experience and 6450m2 and below = 01 point. • No experience = 0 point. 	
3	<p>Team leader/supervisor experience: The team leader/supervisor must have a minimum of three (3) years supervisory experience in office cleaning industry. The team leader/supervisor CV must be attached as proof.</p>	<ul style="list-style-type: none"> • More than five (5) year experience = 05 points. • Four (4) to five (5) years' experience = 04 points • Three (3) years' experience = 03 points. • Below three (3) year experience = 02 points. • Below two (2) year experience = 01 point. • No experience = 0 point. 	10
4	<p>Project Plan:</p> <ul style="list-style-type: none"> (i) Detailed daily duties with time frames with order of preference. (ii) Detailed weekly, monthly, quarterly, six-monthly and annual duties. (iii) Detailed replenishment frequency of consumables. (iv) The contingency proposals in cases of unusual circumstances. (v) The monitoring and assessment of cleaning services check lists. 	<ul style="list-style-type: none"> • Bidder provided all 5 project plans = 05 points. • Bidder provided project plan as per (i), (ii), (iii) & (iv) = 4 points • Bidder provided project plan as per (i), (ii) & (iii) = 3 points • Bidder provided less than 3 project plans = 2 points. • No project plan provided = 0 point. 	30
5	<p>Health and Safety Plan</p> <ul style="list-style-type: none"> (i) The service provider shall provide a Health and Safety plan in line with the Occupational Health and Safety Act (OHSA) compliance in the office working environment. (ii) The Health and Safety plan must indicate the induction procedures. 	<ul style="list-style-type: none"> • Bidder submitted all three plans as required = 05 points. • The bidder provided required plans per (i) & (ii) = 3 points. • Bidder provided one of the two of the required plans = 1 point. • Neither of the plans were provided = 0 point 	5

	(iii)Any other additional relevant plan(s) provided.		
6	<p>Infrastructure/ Resources</p> <p>All resources mentioned in (i) (ii) & (iii) must in in line with annexure B</p> <p>(i) Indicate all appropriate cleaning material/ consumables and quantity to be supplied per month.</p> <p>(ii) Indicate all required dispensers to be supplied.</p> <p>(iii) The service provider shall provide the existing signed contract of employment and pay slip of a cleaner as an example.</p> <p>(iv) The service provider shall provide a bathroom and cleaning services checklists.</p> <p>NB: All the required supplies indicated above must be of South African Bureau Standard (SABS) and the Department reserve the right to verify the resources.</p>	<ul style="list-style-type: none"> • Bidder submitted all 4 requirements = 05 points. • Bidder submitted only 3 requirements = 03 points. • Bidder submitted less than 3 requirements = 01 point. • None of the requirements submitted = 0 point 	20
7.	<p>Cleaning and gardening equipment</p> <p>All resources mentioned in (i) must in in line with annexure A</p> <p>(i) Indicate and quantify all appropriate cleaning and gardening equipment to be supplied.</p> <p>(ii) Indicate a plan on how dysfunctional equipment's will be replaced to avoid service interruption.</p> <p>(iii) Any other additional relevant resources provided.</p>	<ul style="list-style-type: none"> • Bidder submitted all indicated requirements and additional relevant resources = 05 points. • Bidder submitted all requirements as indicated in (i) & (ii) = 03 points. • Bidder submitted any of (i) & (ii) requirements = 01 point. • None of the requirements submitted = 0 point 	15
TOTAL			100 %

ANNEX A.5: SPECIAL CONDITIONS OF CONTRACT (SCC)

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTIONS

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOJ&CD reserves the right to include or waive the condition in the signed contract.
- (2) DOJ&CD reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
- (3) If the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, DOJ&CD will invoke the rights reserved in accordance with subsection 8.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 9.5 below by marking with an “X” either “ACCEPTS ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

8.2. SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DOJ&CD.
- (b) **Right of Award.** DOJ&CD reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- (d) The General Conditions of Contract must be accepted as these are issued by National Treasury and are non-negotiable.

- (e) The appointment of the successful service provider will be subject to annual performance review.

SPECIAL CONDITIONS OF CONTRACT continued

- (f) The appointment of the successful bidder is subject to positive security screening and vetting results by the State Security Agency.
- (g) The successful service provider will be subject to enter into signing of the Service Level Agreement (SLA) with the department.
- (h) The shortlisted service providers may be required to conduct presentation regarding the proposal.
- (i) The service provider must comply with the provision of Occupational Health and Safety Act (OHSA) and Compensation of Injury and Disease Act (COIDA).
- (j) The successful service provider shall provide acceptable protective clothing/uniform and name tags for staff members.
- (k) The successful service provider shall provide valid Unemployment Insurance Fund (UIF) certificate, Workman compensation certificate and provident fund registration.
- (l) The successful service provider shall comply with the provision of the Department of Labour Sectorial Determination 1, of the contract cleaning sector and minimum salary is obligatory.

2. DELIVERY ADDRESS:

The supplier must deliver the required products or services at the physical locations as specified in section 2.2 above.

3. SUPPLIER PERFORMANCE REPORTING

- (a) Quarterly meetings will be held between service provider and DOJ&CD regarding performance of the contract or address operational requirements.

4. CERTIFICATION, EXPERTISE AND QUALIFICATION

- a) The Supplier represents that,
 - (i) it has the necessary expertise, skills, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) it is committed to provide the Services; and
 - (iii) Perform all obligations detailed herein without any interruption to DOJ&CD.

- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (c) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

5. LOGISTICAL CONDITIONS

- (a) The service provider will be expected to deliver the service/product requirements as
Per scope of work.
- (b) In the event that DOJ&CD grants the Supplier permission to access DOJ&CD's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to DOJ&CD's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (c) Tools of Trade. The Supplier must bring own tools of trade.
- (d) On-site and Remote Support. The Supplier must be available on-site.

6. REGULATORY, QUALITY AND STANDARDS

The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act, 2013 (POPIA).

7. PERSONNEL SECURITY CLEARANCE

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The Supplier must provide proof of security vetting

8. CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or

plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

- (c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) DOJ&CD retains all Intellectual Property Rights in and to DOJ&CD's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of DOJ&CD's Intellectual Property for the sole purpose of providing the Products or Services to DOJ&CD pursuant to this Contract; provided that the Supplier must not be permitted to use DOJ&CD's Intellectual Property for the benefit of any entities other than DOJ&CD without the written consent of DOJ&CD, which consent may be withheld in DOJ&CD's sole and absolute discretion. Except as otherwise requested or approved by DOJ&CD, which approval is in DOJ&CD's sole and absolute discretion, the Supplier must cease all use of DOJ&CD's Intellectual Property, at of the earliest of:
 - (i) termination or expiration date of this Contract;
 - (ii) the date of completion of the Services; and
 - (iii) the date of rendering the last of the Deliverables.

- (b) If so, required by DOJ&CD, the Supplier must certify in writing to DOJ&CD that it has either returned all DOJ&CD Intellectual Property to DOJ&CD or destroyed or deleted all other DOJ&CD Intellectual Property in its possession or under its control.
- (c) DOJ&CD, always, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

10. SUPPLIER DUE DILIGENCE

DOJ&CD reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

8.3. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR 2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; (b) Provide reason and proposal for each of the conditions that is not accepted.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

ANNEX A.6: COSTING AND PRICING

9. COSTING AND PRICING

9.2. COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 specific goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 specific goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20 or 90/10**, subject to the following conditions –
 - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
 - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
 - (a) Bidder will be bound by the following general costing and pricing conditions and DOJ&CD reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.

9.3. COSTING AND PRICING CONDITIONS

- (1) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (2) **TOTAL PRICE**
 - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.

9.4. BID EXCHANGE RATE CONDITIONS.

In the event the proposed bid price includes imported content, the bidders must use the exchange rate provided below to enable DOJ&CD to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

9.5. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the attached Annexure C provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted Refer to section 9.

DOJ&CD reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

9.6. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.3 above by indicating with an "X" in the "ACCEPT ALL" column, or</p> <p>(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by -</p> <p>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</p> <p>(b) Provide reason and proposal for each of the condition not accepted.</p>		
<p>Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.</p>		

ANNEX A.7: GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions

of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions	18. Contract amendments
2. Application	19. Assignment
3. General	20. Subcontracts
4. Standards	21. Delays in the supplier's performance
5. Use of contract documents and information; inspection	22. Penalties
6. Patent rights	23. Termination for default
7. Performance security	24. Dumping and countervailing duties
8. Inspections, tests and analysis	25. Force Majeure
9. Packing	26. Termination for insolvency
10. Delivery and documents	27. Settlement of disputes
11. Insurance	28. Limitation of liability
12. Transportation	29. Governing language
13. Incidental services	30. Applicable law
14. Spare parts	31. Notices
15. Warranty	32. Taxes and duties
16. Payment	33. National Industrial Participation Programme (NIPP)
17. Prices	34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well

as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services 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.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 7 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by

the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, 12 damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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.

30. Applicable law

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

31. Notices

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.

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

ANNEX A.8: TERMS AND DEFINITIONS

BCCCI	Bargaining Council for Contract Cleaning Services Industry
BSCOM	Bid Specification Committee.
COIDA	Compensation for Occupational Injuries and Diseases Act
CSD	Central Supplier Database
DOJ&CD	Department of Justice and Constitutional Development
NCCA	National Contract Cleaner Association
OHSA	Occupational Health and Safety Act
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
UIF	Unemployment Insurance Fund
GCC	General Conditions of Employment
SCC	Special Conditions of Employment

ANNEX A.9: BIDDER SUBSTANTIATING EVIDENCE

10. MANDATORY REQUIREMENT EVIDENCE

BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Registration for Compensation for Occupational Injuries and Diseases Act (COIDA) (Letter or Certificate)

Proof of registration with National Contract Cleaner Association (NCCA) or Bargaining Council for Contract Cleaning Services Industry (BCCCI) or other that is Gazetted

BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that: Bidder must provide references from at least two (2) customers in relations to the provision of cleaning and gardening services; and

Project end-date must be current or not older than 10 years from date this bid is advertised, Scope of work must be related.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date
	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope for cleaning and gardening services that was provided>	Start Date: End Date:
1				
2				
3				

PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

The bidder must submit the relevant evidence supporting the above requirement

BIDDER DECLARATION

I, the bidder (Full names) representing (company name) Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus, done and signed at On this.....day of.....20.....

.....

Signature

Designation:

ANNEX A.10: SECTION 8 - STANDARD BIDDING DOCUMENTS

SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&CD					
BID NUMBER:	RFB 01 2023	CLOSING DATE:	17 August 2023	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF CLEANING AND GARDENING SERVICES FOR POINT BRANCH COURT FOR A PERIOD OF 24 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Tender Box, Momentum Centre, 329 Pretorius Street,					
c/o Sisulu & Pretorius Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	scm@justice.gov.za		CONTACT PERSON	scm@justice.gov.za	
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	scm@justice.gov.za		E-MAIL ADDRESS	scm@justice.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

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

Name of Bidder.....	Bid
number.....	
Closing Time 11:00	Closing
date.....	

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

ITEM NO. <small>** (ALL APPLICABLE TAXES INCLUDED)</small>	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
---	----------	-------------	---------------------------

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

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

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SBD4 - BIDDER'S DISCLOSURE

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.

Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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**

If so, furnish particulars:

.....

DECLARATION

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

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

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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 tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s		10		
Enterprises with ownership of 51% or more by person/s who are woman		5		
Enterprises with ownership of 51% or more by person/s who are youth		3		

Enterprises with ownership of 51% or more by person/s with disability		2		
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DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

ANNEXURE A: CLEANING AREA OF POINT FAMILY COURT

<u>FLOOR</u>	<u>OFFICES</u>	<u>COURTS</u>	<u>KITCHEN</u>	<u>TRAINING ROOMS</u>	<u>PUBLIC PARKING</u>	<u>OPEN STAFF PARKING</u>	<u>UNDER COVER STAFF PARKING</u>	<u>TOILETS</u>	<u>WAITING AREA</u>
1	35	2	2					9	1
2	27	4	2					9	1
3	11		1	3				3	1
GROUND	4				31	4	34	4	
FILING ROOM	4								
TOTAL:	77	6	5	3	31	4	34	25	3

<u>FLOOR</u>	<u>TOILETS</u>	<u>AMOUNT</u>	<u>Cubicles</u>	<u>UNISEX</u>	<u>PARAPLEGIC (UNISEX)</u>
3	Female	1	4		1
3	Male	1	2		
2	Female	2	8	3	2
2	Male	2	4		
1	Female	2	8	3	2
1	Male	2	8		
Ground	Female	1	1	2	
Ground	Male	1	1		
GRAND TOTAL		12	36	8	5

<u>Magistrate office</u>	<u>TOILETS</u>		
8	8		
	5X FEMALES	3X MALES	

ANNEXURE B: LIST OF RESOURCES

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF CLEANING AND GARDENING SERVICES FOR POINT BRANCH COURT FOR A PERIOD OF 24 MONTHS.

CONTRACTOR		PHYSICAL ADDRESS	Point Branch Court, 99 Shepstone road, Durban, 4000
TELEPHONE			
HUMAN RESOURCES			
Number of Cleaners			6
Supervisor			1
Gardner			1

CLEANING EQUIPMENT			
	YES	NO	QUANTITY
Industrial Vacuum cleaners;			2
Industrial Mops;			4
Janitorial trolleys (single and double);			4
Step ladders (short and long);			2
High pressure cleaners;			1
Industrial scrubbing machine with buffing accessories;			1
Microfiber colour coded cleaning clothes;			2 packs of 6
Brooms, hand carpet brush, dust pans;			6
Electrical extensions; and			2
Wet floor caution signs, etc.			4
Window squeegee 2.1m handle Ww-sma2.1m			2
Plastic long handle scoop with Broom Dp-psiha			1
CLEANING MATERIAL/ CONSUMABLES			
	YES	NO	QUANTITY
Brass Cleaner 500ml			1
Dishwashing Liquid 25L			1
Furniture Polish spray 275ML			6
Concentrated White Multi-Purpose Cleaner with Amonia 25l			1
Multi Insect Killer Spray 300ml			1
Liquid Floor Polish- Mop and shine (non-sticky)			2
Dish Cloth (wash)			5

Dish Cloth (dry)				5
Yellow dusters long				6
Liquid Window Cleaner 5L				1
Scented Carpet Shampoo 10L (Yearly)				1
Bleach (thick) 25L				1
Bleach (thin) 25L				1
Tar acid based detergent 25L (Yearly)				1
Paper towels 1 ply (15 packs x 100 sheets)				1
Antibacterial Liquid Hand soap 25L				1
Polish Stripper (with 30% Ammonium) 25L (Yearly)				1
Soap Powder (High Foam) 2 kg				1
Deo blocks 25KG BUCKET				1
Air Freshener 750ml				1
Swing Bin Liners Clear Smokey L/ Duty 600x600 25mic (20) (Sw/B00) ** Please Always Pack Bags In 10 Packs Of 20's, But Bails Of 200 **				5 CASES
Germicidal Disinfectants 25L				1
Pine Gel 25KG				1
Refuse Bag Black H/Duty 30mic (20) (Refuse/Bags) ** Please Always Pack Bags In 10 Packs Of 20's, But Bails Of 200 - Each Pack Of 20 Is to Be Wrapped in Green Outer package **				5 CASES

Toilet Brushes with holder (once off)			57
2 ply white, good quality toilet paper (UNWRAPPED) 2 PLY (48)			10
Wooden Furniture Oil 300ml (once off)			6

Unless stated otherwise, items listed above must be supplied monthly.

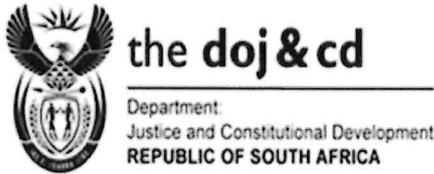
OTHER CLEANING EQUIPMENT/ TOOLS CURRENTLY OWNED BY CONTRACTOR (SPECIFY)	QUANTITY

I _____ hereby certify that the information provided above is the true reflection of (Company Name) _____ and maybe inspected by the Department of Justice and Constitutional Development.

Initials and Surname _____ Date _____

Signature _____

ANNEXURE C



PRICING SCHEDULE – NON-FIRM PRICES

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS: SBD 3.2 IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number.
Closing Time 11:00 on

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

ITEM NO.	QUANTITY	DESCRIPTION (INCLUDING VAT)	BID PRICE IN RSA CURRENCY
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Required by: **DEPARTMENT OF JUSTICE & CONSTITUTIONAL DEVELOPMENT**

At: **POINT BRANCH COURT**

The completion period of this service is **24 MONTHS**

ALL Bidders **MUST** complete the cost breakdown in **FULL**. **Motivation and reasons to be provided for Non-pricing of items**

	BREAKDOWN OF COST:	STAFF COMPLEMENT	MONTHLY	12 MONTHS
1	Labour:			
	Bidders are expected to pay their employees a salary not less than the minimum wage determined by the Department of labour. Cleaners are required to work an average of 22 days a month.			
	Salaries / UIF / Compensation fund / Provident fund (cleaners)	6 x cleaners @ R..... per cleaner	R	R
	Salaries / UIF / Compensation fund / Provident fund (Gardner)	1 x Gardner @ R..... per Gardner	R	R
	Salaries / UIF / Compensation fund / Provident fund (full time supervisor)	1 x supervisor @ R.....	R	R
2	Cleaning Material:			
	Pricing for all cleaning material for the duration of the contract including compulsory Disinfectants (see attached Annexure B)		R	R
3	Toiletries: Toilet paper for ablution areas must be replenished three times a day in 44 ablution cubicles			
	Two ply, white and good quality toilet paper. Toilet paper to consist of 350 sheets per roll		R	R

	Paper hand towels must be replenished twice a day. Tidy towel folded, good quality, 2 ply white only)	R	R
4	Hygiene Services		
	29 x She Bins and with Weekly service/maintenance	R	R
	33 x Anti-bacterial Hand Soap Dispenser with Refills	R	R
	33 x Paper Towel Cabinet with Refills (rolled hand towels 555 sheets per roll)	R	R
	Prices must include maintenance, services and repairs		

5	Overheads: (e.g Travel expenditure)	R	R
	Subtotal	R	R
6	Profit Margin _____ % (to be included in pricing)	R	R
	Subtotal including Profit	R	R
7	Value-added Tax (15%) (if registered) cross out if NOT applicable	R	R
8	YEAR1: The total price for 12 months	R	R
9	YEAR2: The total price for 12 months (As per formula provided in SBD 3.2)	R	R
10	FINAL TENDER PRICE (8+9)		R

Name of bidder: _____

VAT Registration No.: _____

Signature: _____

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

***Delete if not applicable**

THIS FORM IS ALIGNED WITH SBD 3.2