



BD2.1

Dear Bidder

BID NUMBER: HO 02/2025 APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES, PROVISION OF CLEANING MATERIALS AND HYGIENE SERVICES TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF FIVE YEARS.

1. Bidders need to carefully scrutinise the content of the bidding documents to acquaint themselves with the contents thereof and minimise the risk of disqualification.
2. **Bidders should take note of the following important information relating to the bidding process:**
 - 2.1 The closing date of the bid will be on **30 April 2025 at 11h00 am** and will be valid for a period of one hundred and eighty (180) days after the closing date.
 - 2.2 **Non- Compulsory/Site Inspection briefing session will be held as follows:**

Date:11 April 2025
Time: 10h00
Venue: 124 WF Nkomo Street, Poyntons Building (West Block)
 - 2.3 The bid must be addressed to the National Commissioner, Department of Correctional Services and be deposited into the tender box 124 WF Nkomo Street, Poyntons Building, Pretoria, 0001 not later than the closing date and time of the bid. No late bids will be accepted.
 - 2.4 It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD) prior to submitting their bid proposal.
 - 2.5 It is a legislative requirement that successful bidders are tax compliant at award stage in line with National Treasury instruction note 9 of 2017/2018.
 - 2.6 It will be expected of the successful bidder to sign a formal contract after being notified of the acceptance of their bid.

Yours faithfully

**FOR NATIONAL COMMISSIONER:
DEPARTMENT OF CORRECTIONAL SERVICES
D.B M OLABA
DIRECTOR PROCUREMENT
DATE: 2025/04/02**



**PART A
INVITATION TO BID**

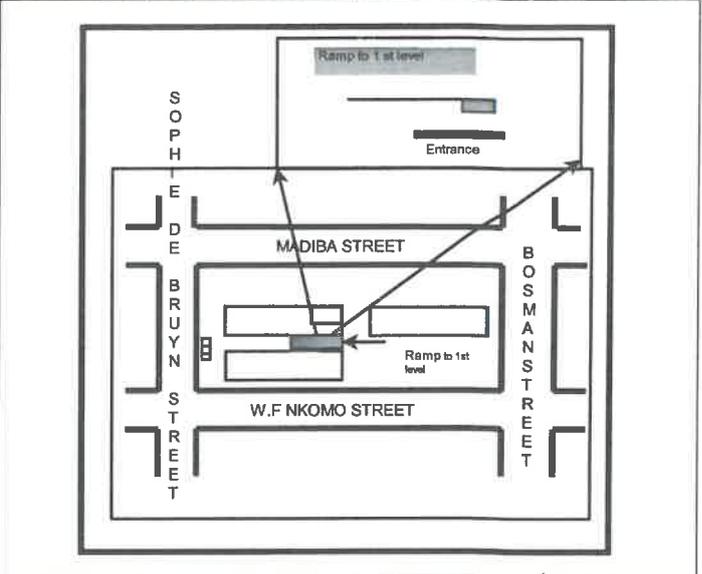
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	HO 02/2025	CLOSING DATE:	30 April 2025	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES, PROVISION OF CLEANING MATERIALS AND HYGIENE SERVICES TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF FIVE YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BID RESPONSE DOCUMENTS MAY BE POSTED TO:

THE NATIONAL COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
PRIVATE BAG X136
PRETORIA
0001



BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

POYNTONS-BUILDING
WEST BLOCK
124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET)
PRETORIA
0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	Correctional Services	CONTACT PERSON	Mr. Mageba S
CONTACT PERSON	Ms. Nombuyiselo Stefaans	TELEPHONE NUMBER	Tel: 012 307 2493
TELEPHONE NUMBER	012 307 2221	FACSIMILE NUMBER	Fax:
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Sihawusenkosi.Mageba@dcs.gov.za
E-MAIL ADDRESS	Nombuyiselo.Stefaans@dcs.gov.za		

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:
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]



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SBD1

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. IF THE ANSWER



**PART B
TERMS AND CONDITIONS FOR BIDDING**

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

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

SIGNATURE OF BIDDER:.....

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

DATE:



BD 3.10

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

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: HO 02/2025
Closing Time 11:00 on 30 April 2025	

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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1. RENDERING OF CLEANING SERVICES AS PER ATTACHED SPECIFICATION.

APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES, PROVISION OF CLEANING MATERIALS AND HYGIENE SERVICES TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF FIVE YEARS.

Required by: Department of Correctional Services: Head office, Poynton Building

Contract period: For a period of three years

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

PRICE BREAKDOWN:

Basic salary per cleaner	R
Overtime x 1/3	R
Overtime x 1/2	R
Overtime double	R
Leave pay	R



BD 3.10

Sick leave R

UIF R

Public Holiday R

Levy R

Workman Compensation R

Any other allowance/s R

Total monthly cost per cleaner (all inclusive) R

Total cost for number of cleaners offered R for cleaners

Total cost for number of supervisors offered R for supervisors

Transport R

Price per m² R

Cleaning materials/requisites as follows: (to be included in the total bid price)

ITEM	QUANTITIES	COSTS
Toilet paper boxes	R / month
Air-freshener blocks	R / month
Other cleaning material	R / month
Overheads (including profit)		R / month
TOTAL ALL-INCLUSIVE TENDER PRICE		<u>R</u> / MONTH

“ALL APPLICABLE TAXES” includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Note : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*

Yes	No
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Is the offer strictly to specification?

If not to specification, state deviation(s)

*Mark the relevant block with an X



PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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

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

Bidders need to apply with the required evidence for price increase from Directorate Contract Management

Adjustment to contract may be applied for at the following dates:

Adjustment (Contract manager to decide on frequency)	CPA application to reach the office at the following dates
1 st adjustment	On month thirteen (13) from date of signing the contract
2 nd adjustment	On month twenty five (25) from date of signing the contract

FACTORS:	PORTION (FRACTION)	TABLES (CPI)	INDEX FIGURE	BASE DATE
Salaries	%	PO 141 table E (Domestic workers wages)	Month of advertising of bid	Month of advertising of bid
Transport	%	PO 141 table E (Public transport)	Month of advertising of bid	Month of advertising of bid



Cleaning materials/Chemicals	%	PO 141 table E (Supplies and services)	Month of advertising of bid	Month of advertising of bid
Others/All aitems Overhead profit	%	PO 141 table E (Supplies and services)	Month of advertising of bid	Month of advertising of bid
	100%			

To be completed by bidder.

1. BUILDING SPECIFICATIONS

DEPARTMENT OF CORRECTIONAL SERVICES: HEAD OFFICE

POYNTON BUILDING: EAST AND WEST BLOCKS

1.1. Physical Address: Department of Correctional Services
124 WF Nkomo Street
Pretoria
0001

2. RENDERING OF STANDARD CLEANING SERVICES AND PROVISIONING OF HYGIENE EQUIPMENT: DCS HEAD OFFICE.

2.1. NUMBER OF FLOORS

West Wing: 10 floors and ground floor including the Senior Management Entrance

1st Floor - Mezzanine Area with five {5} office complexes, namely, Head Office, Logistic Store, Communication Auxiliary Services, Employee Relations, Network Section and Facilities and Security (Foyer).

2nd Floor- Procurement, logistics, Gymnasium and conference rooms X2

3rd floor- Information Technology and Conference room

4th floor Finance and Conference room

5th floor- Finance and Conference room

6th floor - Human Resource Management

7th floor – Main Registry, Auxiliary Services, Resources Centre and Conference room

8th floor –Ministers, Deputy Minister, Board room X2 and National Commissioner

9th floor – Community Corrections, Legal Services, Communications and Inter-governmental Relations

10th floor – Legal Services, DIU, Code Enforcements, Research, Information Management, Policy and Co-ordination Procedures and Conference room.

East Wing: 16 floors and ground floor (Community Corrections) including the Foyer.,

5th floor - Vacant

6th floor - HR Planning, Psychologist, Skills Development, Inspectorate, Personal well-being and Conference room.

7th floor - Contract Management (South-West Wing), HIV/ AIDS and Conference room.

8th floor - HR Development, Health Care Services and Conference rooms x2.

9 th floor	-	HR Development and Conference room
10 th floor	-	Incarceration, Risk Profile and Corrections
11 th floor	-	Auditor –General, NCCS and Conference room
12 th floor	-	Remand Detention and Conference room
13 th floor	-	Security Management and Facilities and Pre-release
14 th floor	-	Internal Audit, Spiritual Care and Sports & Recreation and Facilities and Conference room.
17 th floor	-	Employee Relations, Facilities Funds, Employee Wellness, Social Work, gymnasium and Conference room
29 th floor	-	Formal Education and Production Workshop and Agriculture and Corrections Administration
30 th floor	-	Community Liaison, Probation and Supervision, Correction Administration and Conference room
31 st floor	-	IEHW, OHS, HR Support and Conference room
32 nd floor	-	Persal, EAP and Training Centre
33 rd floor	-	Vacant.

All stairs occupied by DCS in the East and West Block should be cleaned.

2.2. NUMBER OF TOILETS

West Wing: 62

East Wing: 126

East Wing Ground floor (Community Corrections): 5

2.3. NUMBER OF URINALS

West Wing: 31

East Wing: 52

2.4. NUMBER OF TEA KITCHENS

West Wing-13

East Wing- 20

2.5. SQUARE METERAGE OF AREA TO BE CLEANED

West Wing: 15301 Sqm

East Wing: 12840.49 Sqm

Square Meter Grand Total: 28141.49 Sqm

2.6 BASINS

West Wing: 51

East Wing: 98
East Wing Ground floor (Community Corrections): 5

2.7 SOAP DISPENSER

West Wing: 31
East Wing: 53
East Wing Ground floor (Community Corrections): 3

2.8 PAPER TOWEL DISPENSER

West Wing: 31
East Wing: 53
East Wing Ground floor (Community Corrections): 3

2.9 TOILET ROLL HOLDERS

West Wing: 62
East Wing: 126
East Wing Ground floor (Community Corrections): 5

2.10 SANITARY BINS

West Wing: 37
East Wing: 76
East Wing Ground floor (Community Corrections): 3

2.11 AIR FRESHNER UNITS

West Wing: 31
East Wing: 53
East Wing Ground floor (Community Corrections): 3

2.12 WOOD LAMINATED FLOORS

West Wing: 117 offices (square meter 3369.6)
East Wing: 99 offices (square meter 2851.20)

2.13 CERAMIC TILES

West Wing: 29 offices (square meter 835.20)
East Wing: 6 offices (square meter 172.80)

2.14 CARPET

West Wing: 89 offices (square meter 2563.20)
East Wing: 174 offices (square meter 5011.20)

2.15 ESTIMATED TOILET PAPER USAGE

93 bales per month (4 464 toilet rolls).

2.16 COURTYARD

West Wing: 688.53 square meter.

2.17 GYMNASIUM

West Wing: 63.6 square meter.

East Wing: 63.6 square meter.

2.18 INFORMATION TECHNOLOGY SECTION GROUND FLOOR

West Wing: 440.3 (square meter).

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 PREFERENCE POINT SYSTEM

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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)
Women	3	7		
Youth	3	6		
Black	2	5		
People living with disabilities	2	2		
	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bid documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or

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 bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bid price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bid documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. 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 bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bid documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bid 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 bid documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

services

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

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delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

- 27. Settlement of Disputes**
- 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 willful 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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

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

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

34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.



SPECIAL CONDITIONS OF CONTRACT

HO02/2025: APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES, PROVISION OF CLEANING MATERIALS AND HYGIENE SERVICES TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF FIVE YEARS:



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SECTION A: BID REQUIREMENTS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 The services shall be regulated by the following legislation, policies and guidelines:
 - 1.3.1. The Constitution of the Republic of South Africa, 1996, (Act 108 of 1996) Sections 27(1)(b), 27(2) and 35(2)(e).
 - 1.3.2. Public Finance Management Act
 - 1.3.3. Preferential Procurement Regulations Framework Act.
 - 1.3.4. Treasury Regulations
 - 1.3.5. All other relevant regulations.
 - a) All other relevant National Treasury Instructions and circulars.
- 1.4 These conditions form part of the bid and bidders need to familiarize themselves with the content thereof.

2. CONTRACT PERIOD

- 2.1 The contract period shall be for Five (5) years.

3. NON-COMPULSORY BRIEFING SESSION

- 3.1 A non-compulsory briefing session will be communicated on the advert
- 3.2 The briefing session is not compulsory but will provide bidders with an opportunity to seek clarity on certain aspects of the procurement processes and requirements of this bid and therefore bidders encouraged to attend the briefing session.

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- 3.3 DCS reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.
- 3.4 All bid enquiries must be communicated via email (refer to paragraph 13).

4. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

- 4.1 Bidders need to register on the National Treasury Central Supplier Database in order to do business with the Department. The Department of Correctional Services will not award any bid or price quotations to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self-registration.

5. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

- 5.1 Bidders must ensure that all certified copies comply with the regulation governing the administering of an oath or affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with this regulation will be regarded as invalid.
- 5.2 The date of certification of the original on all copies submitted should not be older than six (6) months at the closing date and time of the bid.

6. STANDARD BIDDING DOCUMENTS (SBD)

- 6.1 Bid documents should not be retyped or redrafted.
- 6.2 The following bid documents must be completed in ink, signed and submitted in an original format:

Document	Description
SBD 1	Invitation to Bid
SBD 3.2	Pricing Schedule
SBD 4	Bidders Disclosure
SBD 6.1	Claim Form in Terms of Preferential Procurement Regulations 2022

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- 6.3 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

7. BIDDERS DISCLOSURE (SBD 4)

- 7.1 It is important that bidders acquaint themselves with the content of the bidders disclosure (SBD 4)
- 7.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –
- a) The bidder is employed by the Department; and/or
 - b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 7.3 The bidders disclosure (SBD 4) must be completed in full.
- 7.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its Directors in terms of paragraph 23 of the General Conditions of Contract.

8. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

- 8.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.
- 8.2 The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2) (a) specifies that an employee of the Department may not conduct business with the Department.



- 8.3** Bidders having a kinship with persons employed by the Department, including a blood relationship, must declare their interest on the SBD 4 (Bidders disclosure).

9. SUBMISSION OF BIDS

- 9.1** The pricing and bid document should be in one (1) sealed envelope.

10. LATE BIDS

- 10.1** Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the bidder.

11. TAX MATTERS

- 11.1** It is a condition of this bid that the tax matters of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.
- 11.2** The Tax Compliance status requirements are also applicable to foreign bidders/ individuals who wish to submit price quotations.
- 11.3** When a Consortium/ joint Venture / Sub- contracts are involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Supplier Database.

12.FRONTING

- 12.1** The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:
- a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.



b) The Department of Correctional Services, is ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the bid documents.

12.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/ investigation, the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/ contract and may also result in the restriction of the bidder/ contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder/ contractor concerned.

13. COMMUNICATION

13.1 All bid related and technical enquiries should be addressed to the following contacts:
Nkele.Ramokali@dcs.gov.za

14. NON-COMMITMENT

- 14.1 The Department reserves not to accept any of the bids submitted.
- 14.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award.
- 14.3 In the event that an incorrect award has been made, the Department reserves the right to remedy the matter in any manner it may deem fit.

SECTION B: BID EVALUATION CRITERIA

15. EVALUATION CRITERIA

15.1 The bidder is expected to provide substantiation for all criteria below. Substantiation may be provided by means of additional Annexures; however; a specific reference MUST be made to the relevant Annexure; page and paragraph number as to where

the information is located. Failure to provide specific reference to the location of the information may disadvantage the allocation of points. The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Mandatory Requirements	Technical/ Evaluation Functional	Price and Specific goals
Compliance with mandatory requirements	Compliance with technical specifications	Recommendation and award

The scoring matrix will be used for Phase 2 Technical and functional evaluation criteria

The following formula will be used to convert the points scored against the weight:

$$Ps = \frac{SO}{MS} \times Ap$$

- Ps = Points scored for functionality by bid under consideration
 So = Total scored for functionality by bid under consideration
 Ms = Maximum possible score
 Ap = Points allocated

- I. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the total score for each criterion.
- II. The scores for each criterion will be added to obtain the total score.
- III. This total score will be divided by the maximum possible score and multiplied by the points allocated.
- IV. Bidders not meeting a minimum qualifying score required on functionality evaluation will be disqualified.
- V. Specific goals claimed will not be noted but not calculated and price proposals will remain unopened.



Scoring Matrix

Poor/ Inadequate	Fair/ Average	Good/ Satisfactory	Very good/ Fully meet and slightly requirements	Excellent/ Significantly exceed the requirements
1	2	3	4	5

15.1.1 Compliance to minimum requirements during phase 1 and phase 2, all bidders will be evaluated to ensure compliance to minimum document requirements. Other critical requirements for this Bid, bidder(s) must submit the documents listed below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).

15.1.2 The bidder(s) proposal may be disqualified for non-submission of any of the document.

15.1.3 Bid document - All pages must be completed and signed (where signature is applicable) by the Bidder

15.1.4 Invitation to bid must be Completed and signed (SBD 1)

15.1.5 Pricing Schedules must be fully completed and signed (SBD 3.2)

15.1.6 Bidders disclosure must be fully completed and signed (SBD 4)

15.2 PHASE 1: MANDATORY REQUIREMENTS

15.2.1 Bidders must be registered on the Central Supplier Database (CSD) and provide its CSD number as per SBD1.

15.2.1.1 When a Consortium/ joint Venture / Sub- contracts are involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Supplier Database.

15.2.2 Bidders must indicate cleaners' wages in the pricing schedule (SBD 3.2). The wages of the cleaners should not be less than the minimum wage rates as prescribed by the Department of Employment and Labour Sectoral determination 1: Contract cleaning sector, South Africa. Only the wage increment adjustments will be accepted based on a sectoral wage determination formula. Failure to comply with

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sectorial determination will disqualify the bidder specifically when you are less than the minimum wage.

- 15.2.3** Attach a Valid Letter for tender purposes or letter of good standing for Compensation for Occupational Injuries Disease Act. 1993 [COIDA] obtainable from the Department Employment and Labour).
- 15.2.4** Bidders must submit proof of being registered with the Confirmation letter from the National Contract Cleaning Assosiation (NCCA).(valid proof of registration must be provided e.g certificate/letter etc)..
- 15.2.5** Provider valid letter for tender purposes or letter of good standing for Unemployment Insurance Fund from the Department of Labour
- 15.2.6** A bank rating letter and /or bank guarantee from the bidder's Financial Institution regarding the financial position of a minimum of (R500 000.00) of the bidder and must be submitted with the bid documents. Should this requirement not be complied with in full, the bid shall be considered invalid

15.3 PHASE 2 (TECHNICAL/FUNCTIONALITY EVALUATION)

- 15.3.1** The criteria and weights as per table 15.4 will be applied during Phase 2 of the evaluation process.
- 15.3.2** The Bid Evaluation Committee evaluates the bid against the set criteria indicated in the special conditions of contract . A form will be used which will reflect the name of the bidder, the different criteria, with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be effected on a basis of consensus.
- 15.3.3** Only bidders who achieve the threshold score of 70% or more will be short-listed to proceed to Phase 3.
- 15.3.4** Bidders that score less than seventy (70%) in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.

15.4 TECHNICAL EVALUATION FUNCTIONALITY SCORING

No.	Evaluation Criteria	Scoring matrix					% Weight
		1	2	3	4	5	
1	<p>EXPERIENCE</p> <ul style="list-style-type: none"> The company as well as the business executives number of years within the operation, including company's business profile, the relevant curriculum vitae and reference letters with contact details. <p>Important: (please provide evidence of the same services (cleaning and hygiene services conducted in the public sector or private sector): reference letters with contact details.</p> <p>Scoring will be allocated as follows:</p> <p>1 or less years of experience supported by cv's , company / business profile and contactable reference letter = 1</p> <p>1 to 2 years of experience supported by cv's , company / business profile and contactable reference letter = 2</p> <p>2 to 3 years of experience supported by cv's , company / business profile and contactable reference letter = 3</p> <p>3 to 4 years of experience supported by cv's , company / business profile and contactable reference letter = 4</p> <p>5 or more years of experience supported by cv's , company / business profile and contactable reference letter = 5</p>						35
2	<p>PROVISION OF STAFF</p> <ul style="list-style-type: none"> Full time manager <p>Important: (please provide evidence: staffing list) Compliance with sectorial determination for workers in urban areas (minimum wage).</p> <p>Scoring will be allocated as follows</p> <p>Full time manager with 1-2 years experience =2 Full time manager with 2-3 years experience =3 Full time manager with 3-4 years experience =4 Full time manager with 5 and more experience = 5</p> <p>NB: Attach CV's</p>						30
	<ul style="list-style-type: none"> Two (2) Full time supervisors <p>Important: (please provide evidence: staffing list) Compliance with sectorial determination for workers in urban areas</p>						



	(minimum wage). Scoring will be allocated as follows Full time supervisors with 1-2 years experience =3 Full time supervisors with 2-3 years experience =5 NB: Attach CV's							
	<ul style="list-style-type: none"> • 53 workers (full time cleaners) • Part time workers Important: (please provide evidence: staffing list) Compliance with sectorial determination for workers in urban areas (minimum wage). Scoring will be allocated as follows Less than 53 workers = 1 53 number of workers = 5							
3	WORK PLAN <ul style="list-style-type: none"> • Bidders must submit a detailed work plan Scoring will be allocated as follows No work plan provided = 1 Insufficient work plan =3 Detailed work plan provided = 5						25	
4	CONTIGENCY PLAN <ul style="list-style-type: none"> • Bidders must provide a contingency plan for unnatural acts. • Bidders must have a contingency plan or responsive plan for critical incidents such as health and other risks. • Bidders must have a contingency plan for shortage of personnel. Scoring will be allocated as follows No information provided = 1 Insufficient plan =3 Detailed plan provided = 5						10	
TOTAL								100%

Note: Bidders must achieve a minimum score of 70% in Phase 2 of the technical criteria, in order to be considered for the next level of the evaluation process i.e. Price and Specific goals.

**ENVELOPE MARKED WITH THE NAME OF THE BIDDER AND TITLED:
APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING ASERVICES, PROVISION OF
CLEANING MATERIALS AND HYGIENE SERVICES TO THE DEPARTMENT OF CORRECTIONAL
SERVICES AT POYNTONS BUILDING FOR A PERIOD OF FIVE YEARS**

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15.5 PHASE 3: PRICE AND SPECIFIC GOALS

15.5.1 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- a) Bid price (maximum 80 points)
- b) Specific goals (maximum 20 points)
- c) Bidders that achieved a minimum score of 65 points in last phase of Technical evaluation will progress to this level (phase 3) and will be evaluated in accordance with the preference point system. The following preference points system will be used for this tender:

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

Cases with a Rand value below R50 million (all applicable taxes included)

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

Where:

P_s = Points scored for price of tender under Consideration

P_t = Price of btender under consideration; and

P_{min} = Price of lowest acceptable tender

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15.5.3 Specific goals as per Department of Correctional Services policy will be awarded as follows :

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Women	7
Youth	6
Black	5
People living with disabilities	2

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

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

15.5.4.2 Disability: Medical certificate signed by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% or more directorship for disable persons.

15.5.4.3 Black: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template

15.5.4.4 Youth: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template

Note: For a bidder to qualify for preference points, ownership of 51% or more per procurement goal/historically disadvantaged individual must be obtained.

15.5.5 The date of certification should not be older than six (6) months as at close of bid.

15.5.5.1 The points scored by a bidder in respect of specific goals will be added to the points scored for price.

15.5.6 The points scored will be rounded off to the nearest 2 decimals.

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16. BID PRICING SCHEDULE REQUIREMENTS

- 16.1 The bidder must submit the prescribed Pricing Schedule as well as the relevant enclosed Standard Bidding Documents.
- 16.2 TOTAL PRICE: All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- 16.3 Bidders must indicate any discounts that the Department (DCS) stands to benefit.
- 16.4 The cost of delivery, labour, overtime, etc. must be included in the bid price.
- 16.5 Prices shall be quoted in South African currency.
- 16.6 Applications for price adjustments will be done in accordance with the escalation formula as per SBD 3.2 pricing schedule.

NB: Prices for the first twelve months are firm.

16.7 NON-FIRM PRICES SUBJECT TO ESCALATION

16.8 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.

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

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price e.g. 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.

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

FACTORS: FIGURE	PORTION (FRACTION) BASE DATE	TABLES (CPI)	INDEX
• Salaries:..... 2024	%PO 141 table E122.0 (Domestic Workers Wage)	109.3	May
• Transport:..... May 2024	% (Public Transport)	PO 141 table E	117.6
• Cleaning materials/..... May 2024 Chemicals	% (Supplies and services)	PO 141 table E	112.4
• Overheads	% 115.3 May 2024	PO 141 table E	
• (Including profit)	100 % (Supplies and services)		
• To be completed by bidder.			

(CPI = Consumer Price Index)

17. SUPERVISION

17.1 Bidders must give the assurance that all workers will be under proper supervision. Any liaison with regard to daily needs will be through the supervisor(s) and not directly with the workers.

18. INDEMNITY AND INSURANCE

18.1 The successful bidder shall indemnify the DCS and not to hold it liable against:

18.2 Any damage to DCS property, whether movable or immovable, including any loss directly flowing from damage to such property or any act or omission on the part of the successful bidder or its employees or any damage arising from the use and occupation of the DCS property by the successful bidder;

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- 18.3** Legal liability in respect of any claims which may be made against the DCS arising out of damage to property, whether movable or immovable, or any third parties, including any damage directly or indirectly flowing from any act or omission on the part of the successful bidder and its management staff or any damage arising from the use and occupation by the successful bidder of the DCS property;
- 18.4** Legal liability claims in respect of death, injury or illness of any person, or loss flowing or arising from anything done or omitted by the successful bidder, management staff of the successful bidder or any damage while using or occupying DCS property;
- 18.5** Any legal cost or expenses reasonably incurred in connection with claims or actions against the DCS arising out of the foregoing including attorney and client costs.
- 18.6** For the proper fulfillment of the indemnity as provided, the successful bidder shall within 14 calendar days after the conclusion of the contract, submit proof of insurance cover held by it and maintained for the duration of the contract, to cover the risks as stipulated in this document. The amount of such cover must be clearly stated. If the amount in the opinion of the DCS is not sufficient, the DCS reserves the right to call upon the successful bidder to increase the amount to the satisfaction of the DCS, at the successful bidder's expense.
- 18.7** The acceptance of this Bid is subject to the condition that if proof of an acceptable Public liability insurance in the name of the contractor, is not received by the DCS, the DCS may in its sole discretion, without prejudice to other rights available to it, terminate the contract and the successful bidder shall be liable for any damage which the State may sustain as a result of the termination of the contract and the appointment of another bidder.
- 18.8** The contractor must arrange the undermentioned insurance policies with a reputable insurance company or submit documentary proof that such policies are in effect, provided that written proof that the policies are still valid and premiums paid must be provided monthly. On failure to comply, the State reserves the right (but is not compelled to) to pay the premiums and to deduct such payments from money owing to the contractor.
- a) COIDA certificate of good standing.
 - b) Unemployment benefit insurance.
 - c) Public liability in the name of the contractor as well as the State for an amount of R2 000 000.00(2 million rands).



19. CONDITION OF BID

19.1 Bidders must furnish the following information per annexure regarding their company as part of the bid and complete the attached questionnaire:

19.2 9.5 Number of staff presently employed, divided into:

- a) Management personnel;
- b) Supervisors; and
- c) Cleaners. Fulltime:Part time.....

19.3 Address of Head Office.

19.4 Addresses of Regional Offices.

19.5 Business area.

19.6 Date since when the company renders cleaning services.

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

19.8 Annual turnover.

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

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

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

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

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

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

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



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

19.17 Who acts in an advisory capacity to the company?

19.18 Who provides financial support? (If not rendered by a registered financial institution or Small Business Development Corporation (SBDC), give full particulars of this institution)

20. TRADE PLAN

20.1 The bidder must submit together with his bid a complete trade plan in which, amongst others, the following should be indicated:

20.2 The number of supervisors that will be employed.

20.3 The number of workers that will be employed.

20.4 The work method that will be followed for the execution of the contract.

20.5 What the different cycles for the execution of the work will be. Prospective bidders may ascertain at the site the extent and nature of the work, floor surfaces and areas that need to be cleaned.

21. CONTRACT CONDITIONS

21.1 ROUTINE ACTIVITIES IN OFFICES:

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

21.2 WORKMANSHIP AND MATERIAL:

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

21.2.2 All materials and chemicals must be of good and acceptable quality. National Regulator for Compulsory Specifications (NRCS). A list of all approved chemicals and their contents can be sourced from their website: <https://www.nrccs.org.za/>

21.3 COMPLIANCE WITH ACTS AND REGULATIONS:

21.3.1 All acts and regulations relating to cleaning services must be strictly adhered to by the contractor.



21.4 ARBITRATION:

21.4.1 Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder:

21.4.2 Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred to for arbitration in terms of this clause.

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

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

21.4.5 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 17.4.1 in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and he must serve a copy on the other party.

21.4.6 Within 14 days after receipt of the copy of the other party's case/view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.

21.4.7 The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any of the parties or any legal representatives before him.

21.4.8 The arbiter may make any decision or allocation, which in his discretion is fair and appropriate.

21.4.9 The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. He is not strictly bound to the rules of the law but should let himself be guided by principles of justice and fairness.

21.4.10 The findings of the arbiter may include an order, which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.

21.4.11 This clause hold the irrevocable consent of the parties to the arbitration and no party shall have the right to withdraw from it or claim that he is not bound by this clause.

21.4.12 If a party withdraws from the arbitration it will be accepted that he consent to the arbiter's findings against him.

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21.5 PLASTIC REFUSE BAGS:

21.5.1 Plastic refuse bags and biohazard pedal bin bags needed for the service, must be supplied by the contractor at his/her cost.

21.6 FIRE EXTINGUISHERS:

21.6.1 The contractor and his employers shall under no circumstances make use of fire fighting equipment on the site in the activities attached to the rendering of the service.

21.7 TOILET CISTERNS AND DRESSING ROOMS:

21.7.1 Attending of toilets and dressing rooms where possible must be done by employees of the appropriate sex.

21.8 UNACCEPTABLE CLEANING AGENTS:

21.8.1 No equipment's, utensils or agents that may damage the buildings, fittings, person(s) or contents shall be used. The DCS has the right to reject any such equipment, utensils or agents.

21.9 MACHINES AND EQUIPMENT:

21.9.1 The contractor shall re-fill, empty or clean his machines and equipment only at such places as indicated.

21.10 WARNING BOARDS:

21.10.1 Clearly readable warning boards or signs shall be exhibited where needed where the rendering of the cleaning services may cause injuries to any person(s).

21.11 INFLAMMABLE AND POISONOUS SUBSTANCES:

21.11.1 The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the DCS for the rendering of the services or any other purposes. It is expected of the contractor to have a site for the storage of inflammable and poisonous substances at own cost.

21.12 LIABILITY:

20.12.1. The contractor indemnifies the DCS herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of

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property of the contractor or any other person that may result from or be related to the execution of this contract.

21.13 DAMAGE COMPENSATION:

21.13.1 The contractor will be held liable for any damage or thefts that may be caused to the premises or content by him/her or his/her employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the DCS against the contractor.

21.14 RECTIFICATION OF DAMAGES:

21.14.1 In the case of damages to carpets, furniture and equipment resulting from rendering the services, the contractor undertakes to rectify the damage immediately to the satisfaction of the DCS. If the contractor fails to act immediately after notification, the DCS will rectify the damage at will and the costs thereof will be recovered from any monies outstanding.

21.15 TERMINATION AND/OR WITHDRAWAL:

21.15.1 In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government Procurement - General Conditions of Contract (GCC) will be applicable.

21.15.2 DCS reserves the right to withdraw any part(s) of the premises or the premises as a whole from the services, with FIVE months written notification to the contractor. Should a part of the premises be withdrawn, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal.

21.16 BREACH OF CONTRACT:

21.16.1 If the services are interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential services.

21.17 CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACT- OR:

21.17.1 The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the services is not rendered in that specific area at a given time, access to that area is forbidden.

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21.17.2 Each member of the contractor's personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually on request of the contract person.

21.17.3 Acceptance of this bid is subject to both sub-contracting company and its personnel providing the service must be security cleared by appropriate authorities to the level of **CONFIDENTIALITY** including the sub-contractors. If the principal contractor appoints a subcontractor, the same measures and conditions will apply to the subcontractor.

21.17.4 Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require.

21.17.5 Without prejudice to the contractor's responsibility to select his personnel before employment, the DCS will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honour his obligations in terms of the agreement.

21.17.6 In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the DCS and the contractor indemnifies the DCS against any claim from the employee concerned.

21.17.7 The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

21.17.8 Cleaning personnel must be available to perform services in accordance with the contract. The contractor shall supply at all times the complement of staff necessary to satisfy the requirements laid out in the contract. Personnel shall be of a sufficient quality to ensure that the standards detailed achieved at all times.

21.18 UNSPECIFIED SERVICES:

21.18.1 If the occupant of the building requires any unspecified services and payment must be made for such services, authorization in the form of an official order form must be obtained in advance.



22. SERVICE COMPLIANCE

22.1 The service shall strictly be for the cleaning services, provision of cleaning materials and hygiene services to the Department of Correctional Services at Poyntons building.

23. RENDERING OF SERVICES

23.1 Before any services are rendered, the contractor must be in possession of an official order issued by an authorized official of the Department Procurement Administration.

24. PENALTIES

24.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)

24.2 The following formula will be utilized for this purpose:

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

V = Value of delayed goods or services
N = Number of days of delay

A penalty will be limited to 30% of the value of delayed goods or services.

24.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier."

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

M.P. AD
D.P.



25. RECOMMENDATION AND AWARD

25.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on phase 1, phase 2 and phase 3 to the Bid Adjudication Committee for award and approval.

SECTION C

26. SUPPLIER DUE DILIGENCE

26.1 The Department reserves the right to conduct due diligence prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits.

26.2 EQUIPMENT

The department will conduct site inspection to verify the availability of the following equipment for rendering the service. Failure to meet the all equipment listed below will invalidate the bid

- a) Step ladders with six steps=4
- b) Vacuum cleaners =25
- c) Wet floor signages= 56
- d) Small brooms and dustpan = 56
- e) Mopping unit = 56
- f) Wet extract carpet cleaning machine = 2
- g) Window cleaning kits = 8
- h) Wet and dry vacuum cleaners = 2
- i) Air freshener dispenser = 87
- j) Wet wipes dispenser = 116

N.B: The successful awarded supplier must replace worn and broken equipment

27. VENDOR ASSESSMENT

27.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the Department or its appointee of the following:

- a) Bidder's operational plan on how to execute the supply of items bidding for.
- b) Previous contracts executed and current contracts.
- c) Delivery periods, quality and quantity of products.

M.P.R.
QMM



28. COUNTER CONDITIONS

28.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

29. PAYMENTS

29.1 Payments will only be effected by the Department in the following cases: The successful completion of a delivery/service in line with the specification/terms of reference.

- a) The service provider will be paid on a monthly basis, depending on the number of transactions conducted.
- b) Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.
- c) Invoices must be accompanied by an inspection certificate and/or proof of delivery.
- d) Invoices will be paid by the Department within 30 days from the date of receipt.

29.2 The Department / Management Areas will not make a payment to a consultant or with a third party.

29.3 No third party is entitled to put an account of the relevant Management Areas on hold.

SECTION D: SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT

30. SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT

30.1 The Department and the contractor will enter into a Service Level Agreement.

30.2 Department of Correctional Services will conduct meetings with the end users and contractors to discuss contracting issues.

30.3 Contracted suppliers must notify the Department of Correctional Services in writing of any unforeseeable circumstances that may adversely affect supply against the contract. The notification must be done 21 days before the expected delivery date.

30.4 The Department of Correctional Services will monitor the performance of contracted suppliers for compliance to the terms of this contract as follows:

- a) Compliance to delivery lead times;



- b) Percentage of orders supplied in full first time;
- c) Compliance with reporting requirements according to reporting schedule.
- d) Attendance of compulsory monthly meetings.

30.5 Any change in the status in supply performance during the contract period must be reported within seven (7) days of receipt of such information to the Department of Correctional Services.

30.6 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.

30.7 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

30.8 Contract performance management will be the responsibility of Management Area/ Self Accounting Store (end-user) and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, The Directorate Contract Management must be informed for corrective action.

31. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

31.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Correctional Services writing 30 days prior to such event of relevant details.

31.2 The Department reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

31.3 A contracted supplier must inform the Department of Correctional Services within 14 days of any changes of address, name, contact or banking details.

32. BREACH OF CONTRACT

32.1 The Department of Correctional Services reserves the right to terminate the contract(s) for not honouring contract(s) obligations including submission of information.

33. SETTLEMENT OF DISPUTES

33.1 Should any dispute arise from the contract management paragraph 23 of the General Conditions of Contract shall apply.

34. TERMINATION

34.1 The Department shall be entitled to terminate this Agreement if one or more of the following occur: -

- a) The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
- b) The service provider enters into settlement arrangements with their creditors;
- c) The service provider commits an act of insolvency;
- d) In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.

34.2 The Department reserves its right to terminate the Contract in the event that there is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the Department.

34.3 Either Party may terminate this Contract for breach in the event that the other party fails to comply with any of its obligations in terms of this Contract, and having failed to remedy such breach within 14 (fourteen) calendar day's written notice to remedy such non-compliance.

34.4 Notwithstanding the provisions above, either Party may terminate this Contract by giving the other Party 30 (thirty) days' written notice to that effect.



TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER FOR THE CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS AND HYGIENE SERVICES TO THE DEPARTMENT OF CORRECTIONAL SERVICES AT POYNTONS BUILDING FOR A PERIOD OF FIVE YEARS.

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1 PURPOSE

- 1.1 The purpose of the project is for the appointment of a service provider for the cleaning services and provision of cleaning materials and hygiene services to the Department of Correctional Services at Poyntons building for a period of five (5) years.

2 BACKGROUND

- 2.1 The Department of Correctional Services is legally obliged to ensure a clean, hygienic work environment for the Employees, and requires the service provider to provide a comprehensive professional cleaning services.

3 SCOPE OF WORK

- 3.1 The cleaning company will be required to provide the cleaning services and provision of cleaning materials and hygiene services in accordance with the cleaning specification as per section 15 below.

4 DELIVERABLES

- 4.1 To render cleaning services, provision of cleaning materials and hygiene services to Department of Correctional Services in the Poyntons building in both the West block and East block for a period of five years.
- 4.2 To strictly adhere to all applicable legislations and the requirements of the specification and the special conditions of the contract.
- 4.3 Responsible for the provision and management of all equipment and materials required to execute the contract.

5 EXPERIENCE

- 5.1 Bidders must submit detailed information together with their bid documents of their experience in the cleaning services environment. **(refer to Evaluation Criteria for Compliance).**

6 PROVISION OF STAFF

- 6.1 Bidders must submit detailed information together with their bid documents of the staff compliment that they are envisaging to utilise to ensure total compliance to the requirements of the Department. Information provided must be comprehensive and must clearly indicate information related to Managers, Supervisors, Cleaners etc. **(refer to Evaluation Criteria for Compliance).**



7 TRAINING

- 7.1 Bidders must submit detailed information together with their bid documents of the training to be provided to their staff compliment in order to render a professional cleaning service that complies to all legislation.(refer to **Evaluation Criteria for Compliance**).

8 EQUIPMENT

- 8.1 Bidders must submit detailed information together with their bid documents of the number and type of equipment that is envisaged to be utilised in order to render a professional cleaning services that complies to all the legislation to the Department.(refer to **Evaluation Criteria for Compliance**).

9 INSURANCE

- 9.1 Bidders must submit proof that they comply with all insurance legislations that are required to render such a service e.g. UIF, Compensation for occupational injuries and diseases and public liability of at least Two Million Rand. (refer to **Evaluation Criteria for Compliance**).

10 WORKPLAN

- 10.1 Bidders must submit a detailed feasible work plan. (refer to **Evaluation Criteria for Compliance**).

11 CONTIGENCY PLAN

- 11.1 Bidders must provide a contingency plan for critical incidents. (refer to **Evaluation Criteria for Compliance**).

12 SERVICE PROVIDER'S OBLIGATION

- 12.1 Provide a comprehensive cleaning services, cleaning material and hygiene services as detailed in the Specifications.
- 12.2 Ensure that the cleaning staff, materials, and equipment as described in the Terms of Reference are of a safe, good and acceptable quality for rendering the service.
- 12.3 Ensure that the cleaning services must be made available from Monday to Friday, excluding public holidays. However, under exceptional circumstances may be required outside of these hours.
- 12.4 Ensure as far as reasonable practicable, the health and safety of employees and keep the cleaning equipment in good order in compliance with the health and safety regulations.
- 12.5 Ensure that staff deployed within the Department's building portray good conduct and comply with reasonable conditions of employment (behaviour and attitude), that is



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conducive for an office working environment, such as eating at designated area, not making loud noise, along public areas, etc.

- 12.6 Comply with the requirements of the provided checklist to be used for the monitoring of the service rendered.
- 12.7 To work closely with the Project Manager (DD: Auxiliary Services) responsible for the project in the Department.
- 12.8 The Service Provider will be responsible for its own equipment and material to adequately perform all the services as per the contract agreement.
- 12.9 The Service Provider must exercise all reasonable skills and care in the execution of the work and shall carry out their obligation in accordance with professional standards.
- 12.10 The Service Provider must replace all equipment identified by the department as not suitable for execution of the contract within 72 hours.
- 12.11 The Department will provide on-site facilities for the storage of hazardous materials.
- 12.12 The service provider must provide a contingency plan for management of critical incidents.

13 THE DEPARTMENT OBLIGATIONS

- 13.1 The Department's Project Manager (DD: Auxiliary Services) will serve as the contact person on all matters relating to the project.
- 13.2 The Department's Project Manager (DD: Auxiliary Services) will review, evaluate and approve the services provided by the Service Provider against the Service Level Agreement on an ongoing basis and prior to payments made.
- 13.3 The Department reserves the right to inspect the equipment of the service provider to determine the quality and quantity of the equipment that is utilized for the execution of the contract.

14 BRIEFING AND SITE INSPECTION

- 14.1 A non-compulsory briefing and site inspection will be conducted **on the date specified on the advert to address potential bidders at 124 WF Nkomo Street, Poyntons Building, West Block Foyer, Department of Correctional Services.**

Bidders will not be issued with the registration certificate as briefing and site inspection is not compulsory.



15 SPECIFICATION: RENDERING OF STANDARD CLEANING SERVICES AND PROVISION OF HYGIENE SERVICE: DCS HEAD OFFICE

AREAS	AREAS OF COMPLIANCE	FREQUENCY	COMPLY YES/NO
Basins	1. BATHROOMS, LAVATORIES ETC		
	Wet wipe with hard surface cleaner and rinse.	Daily	
	Remove other foreign bodies.	Daily	
Toilets	Remove mineral deposit	Weekly	
	Ensure usability and replenish consumables:	Daily	
	Provide wet wipes	Daily	
	Remove spillage from bowl and under flush rim with hard surface cleaner and a brush.	Daily	
	Remove mineral deposits.	Weekly	
	Wet wash seat and lid, cistern and pipes etc.	Daily	
	Disinfect all components	Daily	
Toilets walls	Replacing of Biohazard bin bags for SHE bins	Weekly	
	Wet wipe with disinfectant.	Twice weekly	
Toilets doors	Wet wipe with disinfectant.	Daily	
Toilets floors	Clean floor according to type.	Daily	
Mirrors	Wet wipe and dry.	Daily	



Showers	Polish with glass cleaner.	Weekly
	Remove fats and grease from walls, door and floor using hard surface cleaner.	Daily
	Disinfect using disinfectant.	Daily
Taps	Wet wipe with hard surface cleaner.	Daily
	Remove mineral deposits.	Weekly
Urinals	Remove litter & Foreign body	Daily
	Provide deo blocks	As required
	Wet wipe with hard surface cleaner or disinfectant.	Daily
	Wet wipe and dry pipes and flushing mechanisms.	Daily
	Mop step or floor at urinal with disinfectant.	Twice daily
	Remove mineral deposits from gullies and drains.	Weekly
	Urinals bases deep cleaning	monthly

2. FURNITURE, OFFICE EQUIPMENT ETC		
Chairs – cloth	Vacuum.	Weekly
	Deep cleaning.	annually
Chairs – vinyl / leather	Dust.	Daily
	Damp wipe.	Fortnightly



Electrical equipment	Dust.	Daily	
	Damp wipe.	Weekly	
Heaters	Dust.	Daily	
	Damp wipe.	Weekly	
Lamps	Dust.	Daily	
	Damp wipe.	Weekly	
Mirrors	Dust.	Daily	
	Polish with glass cleaner.	Weekly	
Ornaments	Dust.	Twice weekly	
	Damp wipe.	Weekly	
Partitions	Spot clean	Monthly	
	Wet wipe washable surfaces.	Bi- annually	
	Clean glass with glass cleaner.	Monthly	
Pictures	Dust frames.	Weekly	
	Damp wipe frames and clean glass	Fortnightly	
Rubbish bins	Empty: morning and afternoon	Daily	
	Damp wipe	Daily	
	Remove stains and disinfect	Weekly	



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	Replace bin liners		monthly	
Electronics screens	Damp wipe		Weekly	
Shelves	Dust those that are empty.		Weekly	
	Damp wipe when shelves are clear.		As required	
Tables / natural / unsealed wood	Dust.		Daily	
	Polish.		Weekly	
Tables / sealed wood / glass / Formica	Dust.		Daily	
	Polish.- damp wipe		Weekly	
Telephones	Dust.		Daily	
	Damp wipe with disinfectant		Weekly	
Pedestals	Dust.		Daily	
	Polish.		Weekly	
Filing cabinets / wood	Dust.		Daily	
	Polish.		Weekly	
Filing cabinets / steel	Dust.		Daily	
	Damp wipe.		Weekly	
Cupboards	Dust.		Daily	
	Polish.		Weekly	
Book cases	Dust or damp wipe.		Daily	



	Polish.		Weekly	
Coffee tables	Dust or damp wipe.		Daily	
	Polish.		Weekly	
3. NAME PLATES, SIGN BOARDS ETC				
Name plates	Damp wipe.		Weekly	
	Polish with cleaning agent.		Monthly	
Sign plates	Damp wipe.		Weekly	
	Polish with cleaning agent.		Monthly	
4. FLOORS AND FLOOR FINISHING				
CARPETS				
High traffic:	Vacuum.		Twice weekly	
Low traffic	Vacuum.		Weekly	
	Remove spots and stains		Daily	
	Deep cleaning.		Annually	
5. FLOORS – RESILIENT (vinyl, PVC, linoleum, sealed wood etc)				



High traffic	Remove dust with mop or disposable cloth sweeper	Daily
	Damp mop for soil age	As required
	Spray clean or burnish using a mechanized system.	weekly
	Light scrub and apply maintenance coat	Monthly
	Strip clean and reseat with non-slip polish and buff.	Bi-annually

6. FLOORS – RESILIENT cont. (vinyl, PVC, linoleum, sealed wood etc)		
Low traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soil age.	As required
	Spray clean or burnish using a mechanized system.	Weekly
	Light scrub and apply maintenance coat.	Quarterly
	Strip clean and reseat with non-slip polish and buff.	Annually
7. FLOORS – HARD (ceramic, marble, granite, brick, concrete, terrazzo, parquet etc)		
High traffic	Remove dust with mop or disposable cloth sweeper.	Daily
	Damp mop for soil age.	Daily
	Spray clean or burnish using a mechanized system.	Weekly
	Machine scrub and dry to remove accumulated soilage.	Quarterly



Low traffic	Remove dust with mop – or disposable cloth sweeper.	Daily	
	Damp mop for soilage.	Daily	
	Spray clean or burnish using a mechanized system.	Weekly	
	Machine scrub and dry to remove accumulated soilage.	Bi-annually	
8. FLOORS – HARD (quarry tile, quartzite, black grano, etc)			
High traffic	Remove dust with mop or disposable cloth sweeper.	Daily	
	Damp mop for soilage.	As required	
	Polish with non-slip polish.	Fortnightly	
Low traffic	Remove dust with mop or disposable cloth sweeper.	Daily	
	Damp mop for soilage.	As required	
	Polish with non-slip polish.	Monthly	
9. WOOD LAMINATED FLOORS			
High traffic	Remove dust with mop or disposable cloth sweeper.	Daily	
	Damp mop for soilage.	As required	
	Microfiber mop	As required	
	Use polish meant for wood laminated floor.	Fortnightly	
Low traffic	Remove dust with mop or disposable cloth sweeper.	Daily	
	Damp mop for soilage.	As required	



	Microfiber mop	As required	
	Use polish meant for wood laminated floor.	fortnightly	
	Dust or damp wipe.	Weekly	

10. DOORS & DOOR HANDLES cont.

Doors	Remove finger marks on glass and push plates.	Daily	
	Dust or Damp wipe	weekly	
Door handles & knobs (chrome plated, aluminum / copper / brass)	Damp wipe with disinfectant and dry.	Weekly	
	Polish with cleaning agent.	Weekly	

11. WALLS

Internal walls	Spot clean.	As required	
Bagged walls	Wet wiped down using a cleaning agent and dried.	Fortnightly	
	Dusted.	Monthly	

12. WINDOWS, WINDOW SILLS, HANDLES & LEDGES ETC

Inside and outside within reach	Clean with glass cleaner.	Monthly	
	Clean with glass cleaner and squeegee.	As required	



Handles & regulators	Damp wipe.	Weekly	
	Polish with cleaning agent.	Monthly	
Window sills	Dust.	Weekly	
	Damp wipe.	Fortnightly	
Low ledges	Dust.	Weekly	
	13. BLINDS AND CURTAINS		
Vertical louvre blinds	Vacuum clean with brush attachments.	Quarterly	
Venetian blinds	Damp wipe.	Monthly	
Curtains	Wash or dry clean.	Annually	
14. KITCHENS			
Kitchens	Collect dishes from offices	Twice daily	
	Collect dishes from conference rooms	As required	
	Crockery and cutlery washed, dried and stored.	Twice daily	
	Floors damp mopped and dried.	Daily	
	Supply dishwashing liquid	As required	
	Supply and maintain dish clothes.	As required	
	Work surfaces wet wiped and dried.	Daily	
	Walls and cupboards wet wiped.	Weekly	



	Cupboard storage cleared, wet wiped and disinfected.	Monthly	
Ovens / stoves / microwaves	Wet wipe hot plates with hard surface cleaner.	Daily	
	Use caustic aerosol spray on enameled oven surfaces.	Monthly	
	Wet wipe and rinse inside surfaces of microwaves.	Daily	
	Clean	daily	
Refrigerators/ Dual cooler water bottles	Damp wipe doors and sides.	Weekly	
	Remove contents and damp wipe shelves.	Weekly	
	Defrost and clean shelves and inside surfaces.	Monthly	
	Wet wipe with hard surface cleaner and rinse.	Daily	
Sinks	Wet wipe with hard surface cleaner.	Daily	
	Remove mineral deposits.	Monthly	
Taps	Wet wipe with hard surface cleaner.	Daily	
	Remove mineral deposits.	Monthly	
15. ELEVATORS			
Elevator	Clean door tracks.	Daily	
	Sweep and damp mop.	Daily	
	Remove marks from doors.	Daily	
	Damp wipe walls.	Daily	
Hand rails	Damp wipe.	Daily	



Side panels	Damp wiped with disinfectant.	Weekly	
Control panel	Clean and shine.	Daily	
Mirrors.	Damp wipe.	Daily	
	Polish with glass cleaner.	Weekly	
Floor indicators	Clean and shine.	Daily	
16. STAIRS, STAIRWELLS & HANDRAILS			
Handrails	Dust.	Daily	
	Wet wipe.	Daily	
Stairs	Sweep, dust and mop treads.	Daily	
17. CEILINGS & HIGH LEVEL AREAS			
Ceilings	Dust.	Monthly	
Air vents	Dust and wipe.	Monthly	
High level dusting	Dusting of all surfaces above 2 metres from the floor. This includes light fittings, blinds, high window ledges, burglar guards, cupboard tops and beams.	Fortnightly	
18. OTHER AREAS			
Lights	Dust.	Monthly	
	Damp wipe.	Twice annually	
Light switch	Damp wipe.	Weekly	



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Pipes	Dust.		Weekly	
	Damp wipe.		Monthly	
Plugs	Damp wipe.		Weekly	
Power skirt	Dust.		Weekly	
	Damp wipe.		Monthly	
Radiators	Dust.		Weekly	
	Damp wipe.		Monthly	
Railings	Dust.		Daily	
	Damp wipe.		Weekly	
Mirrors	Polish with glass cleaner.		Weekly	
Fire fighting equipment	Dust.		Weekly	
	Damp wipe.		Monthly	
Gym x2	Carpets - vacuum		Twice weekly	
	Equipment- wiping		Twice daily (07:00 and 12:30)	
19. REFUSE REMOVAL AND REFUSE AREAS				
Compactors	Clear litter from area & place in containers for removal:		Daily	



20. COURTYARDS			
Courtyards	Remove litter.	Daily	
	Sweep.	Weekly	
21. FIRE ESCAPES			
Fire escapes	Treads – sweep.	Weekly	
	Hand Rails – damp wipe.	Monthly	
22. OTHER SERVICES			
Breakages	Blocked waste pipes, catch-pits, traps, washbasins, urinals and toilet bowls to be reported.	Immediately	
	Leaking taps, urinals and cisterns to be reported	Immediately	
Air-condition-units	Damp wipe	Monthly	
Pot plants	Water plants	Weekly	
23. WASH ROOM REQUISITES			
Three Toilet paper dispensers per toilet SANS (1887:Part 2) Approved	maintain	As required	
	Replace and replenish	As required	



:2ply Toilet papers				
One labelled soap dispenser per hand basin	Supply and maintain		As required	
Hand Soap	Refill hand soap dispensers		As required	
Towel dispensers: Minister,	maintain		As required	
Hand Towels (Minister, Deputy Minister and Commissioner)	Replace and replenish		As required	
One sanitary Receptacles per toilet	maintain		As required	
Sanitary Receptacles(paper towel bin)	Empty , clean and remove contents		Twice Daily	
Paper towel dispensers	Supply and maintain		As required	
SANS approved 1887: part 8 Paper towels	Replace and replenish		As required	
Labelled Air freshener dispenser: install 15 minutes electronically administered	Supply and maintain		As required	



Labelled Air freshener: electronically administered	Replace and replenish	As required	
Wet Wipe Containers	Supply and maintain	As required	
Cleaners to collect from Directorate: HIV/AIDS provide Condo cans & condoms	Check and refill	When required	

GENERAL	
<p>1. At least two (2) cleaners must be employed per floor. One for each wing which should be as follows:-</p> <ul style="list-style-type: none"> • West block: 18 full time cleaners (2 per floor) and 1 additional cleaner responsible for senior management board room, gym and kitchen. - Two (2) cleaners are responsible for ground floor (Senior Management entrance, mezzanine area with three (3) office complexes, namely the Employee Relations, Head office Logistical stores, Communication Auxiliary Services, Network Section and Facilities and Security Offices: Total West-block=21 full time cleaners • East Block: 32 full time cleaners 	
Ground floor (community Corrections) and Foyer East block=2	
5 th floor =1	
6 th floor =2	
7 th floor =1	
8 th floor =2	



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9 th floor =2	
10 th floor =2	
11 th floor =2	
12 th floor =2	
13 th floor =2	
14 th floor =2	
17 th floor =3	
29 th floor =2	
30 th floor =2	
31st floor =2	
32nd floor =2	
33 rd floor =1	
2. One manager and two full time Supervisors, one at East and one at West Block, must be employed to supervise cleaning services.	
3. These persons must not be involved with cleaning, but will be responsible for inspecting, organizing, actively supervising, etc.	
4. The supervisors must always be reachable. They will be required to inspect cleaning areas/floors twice daily.	
5. The contractor must supply all cleaning agents as stipulated in the specification and such agents to be SANS compliant and provide OHS office with material safety data sheet.	
6. Store rooms for supply, rest rooms for cleaners as well as offices for the two supervisors must be arranged by the service provider with the Landlord and will not be the responsibility of the Department of Correctional Services. These rooms must be compliant with the OHS ACT 83 of 95.	
7. Management of cleaning company must meet with the DD Auxiliary Services at least once a month to discuss operational issues/problems, if any.	



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8. In cases where a cleaner is absent from work he/she must be replaced for the time of absence with another cleaner.	
9. All cleaners and supervisors must be vetted as Department of Correctional Services Head office is considered as a security area.	
10. All cleaners and the supervisors must be in possession of an ID- cards with photos and name of the company (provided by the company) to enable access control to identify him/her as an employee of the cleaning company.	
11. DCS must inspect company's equipment (vacuum cleaners) bi-annually in order to ensure that these equipment are well maintained throughout the contract period.	
12. Different colour coded mops to be used to distinguish mops in the kitchen and toilet in order to avert/prevent cross infection.	
13. Cleaners must display appropriate signs when cleaning floors, e.g. cautious slippery floor.	
14. The contractor must develop its workers on the inter alia skills: <ul style="list-style-type: none"> • Management skills (managers and supervisors) • Cleaning skills • Customer care services. • OHS regulations • Utilization of cleaning equipment and material 	

CONFIRMATION OF COMPLIANCE WITH SET SPECIFICATION

I _____ (the bidder / bidding company / authorized representative) noted the set requirements pertaining to the required services and declare that my / our offer fully complies with the set specification: **YES / NO** (please delete whichever one is **not** applicable).

ANNEXURE A

BID NO.: HO02/2025

SERVICES: RENDERING OF CLEANING SERVICES AND PROVISION OF CLEANING MATERIALS AND HYGIENE EQUIPMENT FOR THE DEPARTMENT OF CORRECTIONAL SERVICES AT THE POYNTONS BUILDING IN PRETORIA, FOR A FIVE-YEAR PERIOD.

EXECUTION PLAN

TO BE COMPLETED BY BIDDERS

NB: MUST BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLY SHALL INVALIDATE THE BID. BIDS WILL BE EVALUATED PARTLY BY AWARDING POINTS IN RESPECT OF THE UNDERMENTIONED CRITERIA.

ALL THE INFORMATION REQUESTED ON THIS DOCUMENT HAS REFERENCE TO THE SERVICE INDICATED ON THE SBD 3.10 FORM.

THE FOLLOWING CRITERIA 1.1 TO 1.13 HAS A TOTAL WEIGHT OF 40 AND BIDDERS MUST ACHIEVE A MINIMUM THRESHOLD SCORE OF 28.

1.1 Project Manager available * Yes / No

1.1.1 Full time manager with 1-2 years' experience = 2 points
 1.1.2 Full time manager with 2-3 years' experience = 3 points
 1.1.3 Full time manager with 3-4 years' experience = 4 points
 1.1.4 Full time manager with 5 years and more experience = 5 point

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1.2 Supervisor/s * Yes / No

1.2.1 Two Full time supervisors with 1-2 years' experience = 3 points
 1.2.2 Two full time supervisors with 2-3 years' experience = 5 points

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1.3 53 workers offered for the rendering of this service

1.3.1 Less than 53 workers=1
 1.3.2 53 number of workers= 5

1.4 Trade / Work Plan

- 1.4.1 Did you submit a detailed trade/work plan *** Yes / No**
- 1.4.2 No work plan provided =1 point
- 1.4.3 Insufficient work plan= 3
- 1.4.4 Detailed work plan provided= 5

1.5 Experience and reference letters

Indicate how many years experience in the cleaning business

- 1.5.1 1 year = 1 point
- 1.5.2 1 – 2 years = 2 points
- 1.5.3 2 – 3 years = 3 points
- 1.5.4 3 – 4 years = 4 points
- 1.5.5 More than 5years = 5 points

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1.6 Contingency Plan

Did you submit a detailed contingency plan for critical incidents

*** Yes / No**

- 1.6.1 No information provided= 1
- 1.6.2 Insufficient plan= 3
- 1.6.3 Detailed plan provided= 5

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*** Delete whichever is not applicable.**

1.7 Prices

Are bid prices firm for the duration of the contract

*** Yes / No**

If no: Only price adjustments in accordance with the escalation formula will be considered by the Department if prices are not firm.

- 1.8 Did you complete all the necessary Bid forms and/or annexures? *** Yes / No**

2. Price Structure

Mandatory requirement for the project team wages to be indicated from 2.1 to 2.2.3.

2.1 Wages

Compliance with labour legislation

Bidders must be registered with the Unemployment Insurance Fund and the Compensation Fund. Bidders must also comply with any applicable wage order/determination or agreement, in terms of the Labour Relations Act or Wage Act.

Please note: Government Gazette No. 52053 of 4 February 2025 cleaning services trade: Area A is applicable.

2.2 Remuneration

Is your industry regulated by a wage order/determination or agreement in terms of the Labour Relations Act?

* Yes / No

If so, what is the minimum wage you pay to unskilled workers in your company?

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* Delete whichever is not applicable.

2.2.1 Basic salary Manager

R

Overtime x 1/3

R

Overtime x 1/2

R

Overtime double

R

Leave pay

R

Sick Leave

R

UIF

R

Public Holiday

R

Levy

R

Workman Compensation

R

Any other allowance(s)

R

Total monthly cost per manager

R

2.2.2 Basic salary Supervisor	R
Overtime x 1/3	R
Overtime x 1/2	R
Overtime double	R
Leave pay	R
Sick Leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R
Any other allowance(s)	R
Total monthly cost per supervisor	R

2.2.3 Basic salary cleaner	R
Overtime x 1/3	R
Overtime x 1/2	R
Overtime double	R
Leave pay	R
Sick Leave	R
UIF	R
Public Holiday	R
Levy	R
Workman Compensation	R

Any other allowance(s)

R

Total monthly cost per cleaner

R

2.2.4 Transport

R

2.2.5 Cleaning materials

R

2.3 Overheads (including profit)

R

Total bid price

R/ month

*** Delete whichever is not applicable.**