



## correctional services

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

Private Bag x 142, Pretoria, 0001, Tel. 012 – 3062000, Facsimile. 012 -323-0340  
Corner Paul Kruger & Johannes Ramokhoase Str, Masada ,Pretoria

Ref : 6/1/3/4  
Enq : Mr F.Smit / D.Lebete

The Manager

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

**BID: LMN 05/2021: RENDERING OF STANDARD CLEANING SERVICES: TO THE DEPARTMENT OF CORRECTIONAL SERVICES: REGIONAL OFFICE: LIMPOPO, MPUMALANGA AND NORTH WEST: MASADA BUILDING PRETORIA FOR THE PERIOD: 1 MAY 2022 TO 30 APRIL 2024.**

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

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

**Bidders must take note of the following:**

- The closing date of the bid will be at **11h00** on **24 JANUARY 2022** and will be valid for a period of hundred and twenty (**120**) days after the closing date.
- Bidders must take note of the compulsory site inspection meeting that will take place on the **02 DECEMBER 2021 at 10h00 (Masada Building) Refer to details on BD 6.1 site inspection form.**
- Bids must be submitted in a sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. No late bids will be accepted.
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- A Compliance Checklist (BD 26) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.

**NB: COMPULSARY SITE INSPECTION MEETING – MASADA BUILDING ON THE 02 DECEMBER 2021 AT 10H00 TO 12H00. TENDER DOCUMENT MUST BE DOWN LOADED FROM E-TENDER PUBLICATION SITE.**

**The following documentation must be submitted with your bid:**

- Valid and original/certified copy of B-BBEE Certificate; or
- Sworn affidavit for B-BBEE Exempted Micro Enterprise/ B-BBEE Qualifying Small Enterprise
- Cipro Certificate
- Copy(s) of ID document(s) of the directors/shareholders/members

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

Yours faithfully

FOR 

**REGIONAL COMMISSIONER  
DEPARTMENT OF CORRECTIONAL SERVICES  
REGIONAL OFFICE : LIMPOPO, MPUMALANGA AND NORTH WEST  
REGIONAL HEAD : FINANCE & SCM  
GP. PRETORIUS**

DATE 2021/11/15



## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CORRECTIONAL SERVICES)**

BID NUMBER:	LMN 05/2021	CLOSING DATE:	24 JANUARY 2021	CLOSING TIME:	11H00
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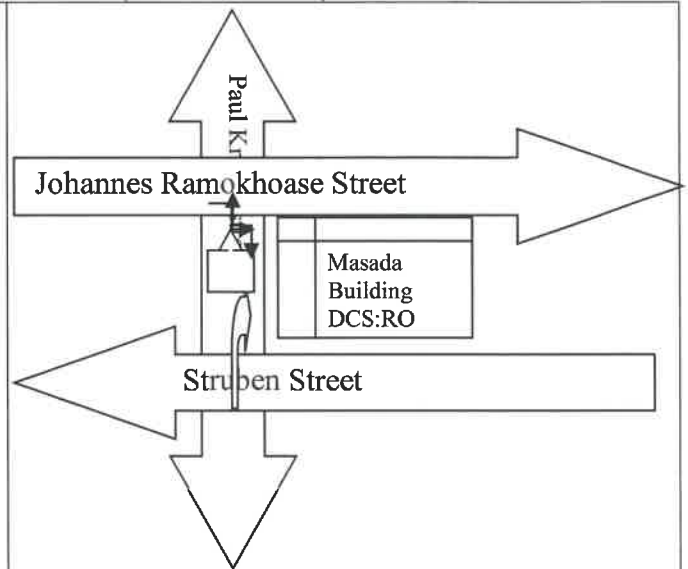
DESCRIPTION RENDERING OF STANDARD CLEANING SERVICES

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

THE BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX WHICH IS IDENTIFIED AS THE BID BOX OF THE DEPARTMENT OF CORRECTIONAL SERVICES  
**AT LMN REGION, CNR PAUL KRUGER & JOHANNES RAMOKHOASE STREET, MASANDA BUILDING, ENTRANCE, PRETORIA, 0001**  
OR

**THE AREA COMMISSIONER  
DEPARTMENT OF CORRECTIONAL SERVICES LMN REGION  
PRIVATE BAG X124  
PRETORIA  
001**



### 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			

<b>COMPULSARY</b>	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	<input type="checkbox"/>	NAME:			

**[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]**



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**SBD1**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	CORRECTIONAL SERVICES	CONTACT PERSON	LUFUNO RAMATSEA
CONTACT PERSON	LEBETE DOUGLAS /FRANK SMIT	TELEPHONE NUMBER	012 3062044
TELEPHONE NUMBER	012 3062088 /83	FACSIMILE NUMBER	012 3230340
FACSIMILE NUMBER	012 3230340	E-MAIL ADDRESS	<a href="mailto:Lufuno.Ramatsea@dcs.gov.za">Lufuno.Ramatsea@dcs.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:douglas.lebete@dcs.gov.za">douglas.lebete@dcs.gov.za</a> and <a href="mailto:frank.smit@dcs.gov.za">frank.smit@dcs.gov.za</a>		



## **PART B TERMS AND CONDITIONS FOR BIDDING**

### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- |  |  |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**



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BD 3.10

### PRICING SCHEDULE – FIRM PRICES (CLEANING SERVICES)

**NOTE:** PRICE ADJUSTMENTS WILL NOT 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 **LMN 05/2021**

Closing Time **11:00** on .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF PRICE QUOTATION / 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.

Required by: **Department of Correctional Services at MASADA BUILDING, PRETORIA**

Contract period: **24 MONTHS**

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

**COMPULSORY SITE INSPECTION:** Prospective bidders must visit the premises to determine the extent of the services required. A completed site-inspection certificate must be submitted together with the bid documents.

Date: **02 DECEMBER 2021**

Time: **10H00 -12H00**

Venue: **DEPARTMENT OF CORRECTIONAL SERVICES**

**CORNER PAUL KRUGER & JOHANNES RAMOKHOASE ( PROES) STR**

**10<sup>TH</sup> FLOOR MASADA BUILDING**

**PRETORIA**



**Bidders are requested to report at the floor before 10H00. Enquiries regarding the site visit can be directed to Ms L. RAMATSEA at telephone number (012) 3062044/43 ,MR MJ KGAABI , D. LEBETE AND F.SMIT : (012) 3062085 /88 /83**

**PRICE BREAKDOWN:**

Basic salary per 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	<u>R .....</u>
Total monthly cost per cleaner (all inclusive)	R .....
Total cost for number of cleaners offered	R ..... for cleaners
Total cost for number of supervisors offered	R ..... for supervisors
Transport	R .....
Price per m <sup>2</sup>	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**      **R ..... / MONTH**

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

Note : According to the VAT Act, all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

**Is the price firm for the duration of this contract?**

*	Yes	No
*	Yes	No

**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%.

FACTORS:	PORTION (FRACTION)	TABLES (CPI)	INDEX FIGURE	BASE DATE
• Salaries:	..... %	PO 141 table 7.1 (..... Area)	.....	..... (Month) 20__
• Transport:	..... %	PO 141 table 4.1	.....	..... (Month) 20__
• Cleaning materials/ Chemicals	..... %	PO 141 table 4.1 (Household Consumables)	.....	..... (Month) 20__
• Overheads (including profit)	..... % 100 %	PO 141 table 4.1 (Services)	.....	..... (Month) 20__
• To be completed by bidder.				
(CPI = Consumer Price Index)				



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**SPECIFICATION**

**DEPARTMENT OF CORRECTIONAL SERVICES: REGIONAL COMMISSIONER'S OFFICE**

**RENDERING OF CLEANING SERVICES AT MASADA BUILDING FROM 4<sup>TH</sup> FLOOR TO 10<sup>TH</sup> FLOOR  
FOR THE PERIOD**

**STARTING FROM MAY 2022 TO APRIL 2024 (24 MONTHS)**

**1. PHYSICAL ADDRESS:** DEPARTMENT OF CORRECTIONAL SERVICES  
LIMPOPO, MPUMALANGA & NORTH WEST: REGIONAL OFFICE  
CNR PAUL KRUGER & JOHANNES RAMOKHOASE STREET  
MASADA BUILDING  
PRETORIA  
0001

**2. SCOPE OF CLEANING CONTRACT:**

- |             |   |   |                                  |
|-------------|---|---|----------------------------------|
| <b>2.1.</b> | Number of floors                                    | : | Seven (7)                        |
| <b>2.2.</b> | Number of toilets                                   | : | Fourteen (14)                    |
| <b>2.3.</b> | Number of windows                                   | : | Two hundred and thirty two (232) |
| <b>2.4.</b> | Number of Kitchens                                  | : | Five (5)                         |
| <b>2.5.</b> | Number of sinks                                     | : | Seven (7)                        |
| <b>2.6.</b> | Number of Bathroom                                  | : | One (1)                          |
| <b>2.7.</b> | Stairs between 4 <sup>th</sup> floor and penthouse: |   | Eleven (11) sets                 |
| <b>2.8.</b> | Number of bars                                      | : | One (1)                          |
| <b>2.9.</b> | Inspection Reports                                  | : | Monthly                          |



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### 3. SQUARE METERAGE OF AREA TO BE CLEANED

#### 3.1. Office areas, toilet areas, conference rooms, storerooms, lounge and tea room

- Estimated area : 4271m<sup>2</sup>
- Archives basement : 152.11m<sup>2</sup>

### 4. OCCUPANTS:

#### 4.1. State approximate total number of occupants/visitors at

- Occupants : 130
- Visitors : 20

### 5. SITE COMPULSORY INSPECTION

DESCRIPTION	<u>COMPLY/NON COMPLY</u>	
<b>5.1. <u>ENTRANCE &amp; PASSAGE AT FLOOR 4, 5,6,7,8,9 AND 10 FLOOR</u></b>		
• Wash glass doors and windows daily with water and window clean.		
• Wash/polish all aluminum frames once a week.		
• Vacuum carpets daily and wash at least quarterly with an industrial carpet washer. Carpets should be also dried.		
• Polish all wooden panels once weekly.		
• Sweep and mop floors twice a day (07:00 and 13:30).		
• Empty all rubbish bins/waste paper containers daily.		
• Surfaces should be dusted daily.		
• Stairs must be polished once a week		



<b>5.2. <u>TOILETS:</u></b>		
<ul style="list-style-type: none"> <li>• Toilets must be cleaned as the first task of the day before 07:15 in the morning and freshened up at least three times per day.</li> </ul>		
<ul style="list-style-type: none"> <li>• Wash urinals with antiseptic soap and water and place deo blocks in each urinal daily.</li> </ul>		
<ul style="list-style-type: none"> <li>• Wash toilets and seats daily. Dry toilet seats. Use clean wash-cloths.</li> </ul>		
<ul style="list-style-type: none"> <li>• Every toilet must be equipped with an air freshener unit which must be serviced every week.</li> </ul>		
<ul style="list-style-type: none"> <li>• Wash washbasins and dry daily.</li> </ul>		
<ul style="list-style-type: none"> <li>• Provide toilet seat sanitizers or wipes in both male and female ablutions.</li> </ul>		
<ul style="list-style-type: none"> <li>• Clean all areas around the washbasins and urinals including the floors.</li> </ul>		
<ul style="list-style-type: none"> <li>• Ensure that the tiles/walls are always clean/hygienic</li> </ul>		
<ul style="list-style-type: none"> <li>• Taps must be dried and rubbed until shining.</li> </ul>		
<ul style="list-style-type: none"> <li>• No cleaning material must be left/stored in the toilets.</li> </ul>		
<ul style="list-style-type: none"> <li>• The contractor must supply the following daily:  2ply soft toilet paper, hand paper towels, hand washing soap and deo blocks.</li> </ul>		
<ul style="list-style-type: none"> <li>• Check for leakage/blockage daily and report to the Project M.</li> </ul>		



<p><b>5.3. OFFICES:</b></p> <p><b>5.3.1. OFFICES WITH CARPETS</b></p> <ul style="list-style-type: none"> <li>• Vacuum daily.</li> <li>• Carpets to be washed and dried every three (3) months with an industrial carpet washer.</li> <li>• Office chairs to be deep cleaned on the last day of the second week of each month/ twice month.</li> <li>• Windows, curtains, blinds to be dusted daily.</li> </ul>		
<p><b>5.3.2. OFFICES WITOUT CARPETS</b></p> <ul style="list-style-type: none"> <li>• To be swept daily.</li> <li>• Scrubbing and vanishing must be done twice a week.</li> <li>• Floors must be polished once a week.</li> </ul>		
<p><b>5.3.3. WASTE PAPER CONTAINERS AND RUBBISH BINS IN THE BUILDING OFFICES AND PASSAGES:</b></p> <ul style="list-style-type: none"> <li>• All rubbish bins / waste containers in the building must be emptied and cleaned daily and the rubbish must be taken to the rubbish containers outside the building and stored centrally.</li> <li>• Shredded paper should be disposed of.</li> <li>• Refuse bags should be replaced at least twice a week.</li> </ul>		
<p><b>5.3.4. FURNITURE AND EQUIPMENT:</b></p> <ul style="list-style-type: none"> <li>• Dust daily, the entire offices and including ceiling.</li> </ul>		



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<ul style="list-style-type: none"> <li>Polish once a week.</li> </ul>		
<b>5.3.5. <u>TELEPHONES AND IT EQUIPMENT</u></b>		
<ul style="list-style-type: none"> <li>Telephones to be wiped daily with a damp cloth.</li> <li>IT equipment to be wiped with a dry soft cloth daily.</li> </ul>		
<b>5.3.6. <u>STATUES, MEDALS, PAINTINGS AND TAPESTRIES:</u></b>		
<ul style="list-style-type: none"> <li>Clean when a need exists. Cleaners to liaise with their supervisor before cleaning valuable art pieces to ensure that no damages take place.</li> </ul>		
<b>5.3.7. <u>BOOKS AND BOOK RACKS-CUPBOARDS:</u></b>		
<ul style="list-style-type: none"> <li>Dust weekly and wash bookracks, cupboards if required.</li> </ul>		
<b>5.3.8. <u>LOUVRE WINDOWS</u></b>		
<ul style="list-style-type: none"> <li>Dust daily.</li> </ul> <p>Wash and dry every three months.</p>		
<b>5.4. <u>BASEMENT ARCHIVES:</u></b>		
<ul style="list-style-type: none"> <li>Sweep and mop twice a month.</li> <li>Dust file racks twice per month.</li> </ul>		
<b>5.5. <u>SERVER ROOM</u></b>		
<ul style="list-style-type: none"> <li>Clean weekly in such a manner that dust does not move upwards in the air and collect on equipment.</li> <li>Make arrangements with IT section before cleaning the server room.</li> </ul>		



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<b>5.6. <u>WINDOWS</u></b> <ul style="list-style-type: none"> <li>• Contactor must wash the inside and the owner must wash the outside surfaces.</li> <li>• Polish window-fasteners every three (3) months.</li> </ul>		
<b>5.7. <u>CONFERENCE ROOM/ GENERAL</u></b> <ul style="list-style-type: none"> <li>• Clean, dust, polish and Vacuum every day.</li> <li>• Windows, curtains, blinds to be dusted once a week.</li> <li>• Carpets to be washed and dried quarterly with an industrial carpet washer.</li> </ul>		
<b>5.8. <u>KITCHEN</u></b> <ul style="list-style-type: none"> <li>• To be swept every day.</li> <li>• Clean crockeries and cutleries daily.</li> <li>• Wash floors and walls daily.</li> <li>• Floors must be polished once a week.</li> </ul>		
<b>5.9. <u>HYGIENIC EQUIPMENTS (RENTAL)</u></b> <ul style="list-style-type: none"> <li>• Soap dispenser : Fourteen (14)</li> <li>• Sanitary Bins 7 day's service. : Fourteen (14) Service provider to appoint waste Management Services to remove sanitary towels.</li> <li>• Auto Sanitizer System 60 days service : Fourteen (14)</li> <li>• Auto Air freshener 60 days service : Fourteen (14)</li> <li>• Roll Control Paper Dispenser : Fourteen (14)</li> <li>• Roll Control Paper Dispenser Refills : Fourteen (14)</li> <li>• Hand soap for dispenser refill : Fourteen (14)</li> </ul>		



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<ul style="list-style-type: none"> <li>• 2ply soft toilet papers</li> </ul>		
<b>5.10. <u>SECURITY/ OCCUPATIONAL HEALTH AND SAFETY</u></b>		
<ul style="list-style-type: none"> <li>• Provide name tags for employees with ID photos</li> </ul>		
<ul style="list-style-type: none"> <li>• Provide individual vetting reports for each official with ID photo and name</li> </ul>		
<ul style="list-style-type: none"> <li>• COID letter of good standing from Department of Labour</li> </ul>		
<ul style="list-style-type: none"> <li>• Provide individual medical certificate of fitness for the cleaners annually. First submission of medical certificate must be on commencement of contract.</li> </ul>		
<ul style="list-style-type: none"> <li>• Provide Personal Protective Equipment for each cleaner.</li> </ul>		
<b>6. <u>GENERAL:</u></b>		
<b>6.1.</b> At least one cleaner must be employed per floor. The total number of cleaners must be Eight (08) including supervisor.		
<b>6.2.</b> One fulltime supervisor must be employed to supervise all cleaning services. This person should not be involved with cleaning but will be responsible for inspecting, organizing, supervising etc.		
<b>6.3.</b> Contractor's organogram must be provided and reflect the job placement level of the officials who will be undertaking the cleaning project.		
<b>6.4.</b> The Contractor should supply all cleaning material, machines, etc as well as other items necessary to strictly adhere to set requirements.		





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REPUBLIC OF SOUTH AFRICA

<b>6.14.</b> Schedule sheets for cleaning must be signed daily per floor by the Supervisor and be confirmed by the Project Manager.		
<b>6.15.</b> Regional Office OHS to conduct induction to cleaning staff before contract commences, including induction on COVID-19 protocols.		
<b>6.16.</b> All cleaners and Supervisors must be vetted as the Department of Correctional Services Regional Office is considered as a security area.		
<b>6.17.</b> Different colour coded mops to be used to distinguish mops in the kitchen and toilet in order to prevent cross infection.		
<b>6.18.</b> Cleaners must display appropriate signs when cleaning floors e.g caution slippery floor.		
<b>6.19.</b> The contractor must develop its workers on the inter alia skills <ul style="list-style-type: none"><li>• Management skills</li><li>• Cleaning skills</li><li>• Customer care skills</li><li>• HIV/OHS Legislation</li><li>• Utilization of cleaning equipment and material.</li></ul>		



**correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

**CONFIRMATION OF COMPLIANCE WITH SET SPECIFICATION**

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

**Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

**IMPORTANT NOTICE:**

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No FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

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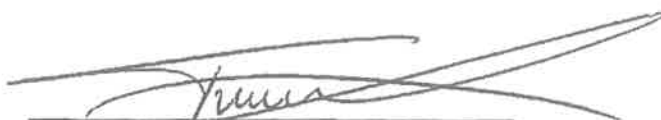
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**GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF EMPLOYMENT AND LABOUR****NO. 76****08 February 2021****NATIONAL MINIMUM WAGE ACT NO. 9 OF 2018**

I, Thembelani Waltermade Nxesi, Minister of Employment and Labour, hereby in terms of Section 6 (5) of the National Minimum Wage Act, No. 9 of 2018, amend the national minimum wages contained in Schedule 1 and Schedule 2 of the National Minimum Wage Act, published under Government Notice No. 43026 of 17 February 2020, in accordance with the schedules hereto and fix the 1 March 2021 as the date on which this amendment shall become binding.



MR TWANXESI, MP  
MINISTER OF EMPLOYMENT AND LABOUR  
DATE: 02/02/2021

**SCHEDULE 1**  
**NATIONAL MINIMUM WAGE**  
**(SECTION 6(5))**

1. Substitute clause 1 under schedule 1 as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:

1. Subject to item 2, the national minimum wage is **R21.69** for each ordinary hour worked.
2. Despite item 1—
  - (a) farm workers are entitled to a minimum wage of **R21.69** per hour;
  - (b) domestic workers are entitled to a minimum wage of **R19.09** per hour;
  - (c) workers employed on an expanded public works programme are entitled to a minimum wage of **R11.93** per hour; and
  - (d) workers who have concluded learnership agreements contemplated in section 17 of the Skills Development Act, 1998 (Act No. 97 of 1998), are entitled to the allowances contained in Schedule 2.

**SCHEDULE 2**  
**LEARNERSHIP ALLOWANCES**  
**(Section 6(5))**

2. Substitute schedule 2: learnership allowance as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:

NQF level	Credits already earned by learner	Minimum allowance per week
Level 1 to 2	0 – 120	326.51
	121 – 240	652.99
Level 3	0 – 120	326.51
	121 – 240	614.95
	241 – 360	1006.73
Level 4	0 – 120	326.51
	121 – 240	653.05
	241 – 360	1006.73

	361 - 480	1469.25
Level 5 to 8	0 - 120	326.51
	121 - 240	707.39
	241 - 360	1058.41
	361 - 480	1491.06
	481 - 600	1904.58

### SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR

3. Substitute schedule 2: Contract Cleaning Sector minimum wages as reflected in Government Gazette No. 43094, published on the 13 March 2020 with the following:

Minimum hourly rates for Contract Cleaning employees		
Area A	Area B	Area C
<b>Metropolitan Councils:</b> City of Cape Town, Greater East Rand Metro, City of Johannesburg, Tshwane and Nelson Mandela. <b>Local Council:</b> Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Stellenbosch, Westonaria	<b>All Areas in KwaZulu-Natal</b> <i>NB: Conditions of employment and minimum wage rates for KwaZulu-Natal areas shall be subjected to the collective agreement concluded in the Bargaining Council for the Contract Cleaning Service Industry (BCCCI).</i>	<b>In the rest of the RSA</b>
Rate per hour	Rate per hour	Rate per hour
<b>R23.87</b>	<b>BCCCI rates apply</b>	<b>R21.77</b>

**SECTORAL DETERMINATION 9: WHOLESALE AND RETAIL SECTOR**

4. Substitute schedule 2: Wholesale and Retail Sector minimum wages as reflected in Government Gazette No. 43026 of 17 February 2020 with the following:

<b>Table 1: Area A</b>					
<b>Metropolitan and Local Municipality</b>					
Bergvliet, Breede Valley, Buffalo City, Cape Agulhas, Cederberg, City of Cape Town, City of Johannesburg Metropolitan Municipality, City of Tshwane, Drakenstein, Ekurhuleni, Emalahleni, Emfuleni, Ethekwini Metropolitan Municipality, Gamagara, George, Hibiscus Coast, Karoo Hoogland, Kgatelopele, //Khara Hais, Knysna, Kungwini, Kouga, Hessequa local authority, Lesedi, Makana, Mangaung, Matzikama, Metsimaholo, Middelburg (Mpumalanga), Midvaal, Mngeni, Mogale, Mosselbaai, Msunduzi, Mtubatuba, Nama Khoi, Nelson Mandela, Nokeng tsa Taemane, Oudtshoorn, Overstrand, Plettenbergbaai, Potchefstroom, Randfontein, Richtersveld, Saldanha Bay, Sol Plaatje, Stellenbosch, Swartland, Swellendam, Theewaterskloof, Umdoni, uMhlathuze and Witzenberg.					
	27 Hrs or less		CI 2 (2)		
	CI.2 (3)(b)	CI 2(3)(a)			
Job category	R.p.h	R.p.h	R.p.h.	R.p.w	R.p.m
General Assistant/Trolley Collector	21.69	25.49	21.69	976.05	4229.22
Security Guard	21.69	25.91	21.69	976.05	4229.22
Forklift Operator	21.69	27.68	21.69	976.05	4229.22
Driver < 3500kg	21.69	28.24	21.69	976.05	4229.22
Merchandiser/Shop Assistant/Checker/Deli Assistant	23.43	29.30	21.69	976.05	4229.22
Cashier	24.85	31.07	24.00	1080.00	4679.64
Driver 3501 <9000kg	27.03	33.78	26.08	1173.60	5085.20
Clerk/Sales Assistant/Sales person/Block man/Baker	29.25	36.56	28.25	1271.25	5508.33
Driver 9001 <16000kg	29.44	36.78	28.39	1277.55	5535.62
Dispatcher	30.37	37.96	29.33	1319.85	5718.91
Driver 16001kg >	32.31	40.41	31.20	1404.00	6083.53
Supervisor	35.99	44.99	34.74	1563.30	6773.78
Trainee Manager	38.86	48.58	37.53	1688.85	7317.79
Assistant Manager	42.33	52.93	40.85	1838.25	7965.14
Manager	46.40	58.00	44.80	2016.00	8735.33

<b>Table 2: Area B</b>					
<b>Metropolitan and Local Municipality</b>					
<b>NOT MENTIONED IN AREA A</b>					
	27 Hrs or less		CI 2 (2)		
	CI 2 (3)(b)	CI 2(3)(a)			
<b>Job category</b>	<b>R.p.h</b>	<b>R.p.h</b>	<b>R.p.h.</b>	<b>R.p.w</b>	<b>R.p.m</b>
General Assistant/Trolley Collector	21.69	23.81	21.69	976.05	4229.22
Security Guard	21.69	25.91	21.69	976.05	4229.22
Forklift Operator	21.69	23.98	21.69	976.05	4229.22
Driver < 3500kg	21.69	24.60	21.69	976.05	4229.22
Merchandiser/Shop Assistant/Checker/Deli Assistant	21.69	25.90	21.69	976.05	4229.22
Cashier	21.69	27.45	21.69	976.05	4229.22
Driver 3501 <9000kg	23.53	29.41	21.69	976.05	4229.22
Clerk/Sales Assistant/Sales person/Block man/Baker	29.25	36.56	24.89	1120.05	4853.18
Driver 9001 <16000kg	28.15	35.19	27.00	1215.00	5264.60
Displayer	25.06	31.33	24.07	1083.15	4693.29
Driver 16001kg >	30.94	38.67	29.68	1335.60	5787.15
Supervisor	31.45	39.33	30.21	1359.45	5890.50
Trainee Manager	33.67	42.08	32.29	1453.05	6296.07
Assistant Manager	37.11	46.40	35.57	1600.65	6935.62
Manager	40.25	50.31	38.57	1735.65	7520.57



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**BID NUMBER: LMN 05/2021**

**RENDERING OF CLEANING SERVICES AT MASADA BUILDING.**

**SITE INSPECTION**

**DEPARTMENT OF CORRECTIONAL SERVICES**

**COMPULSORY SITE INSPECTION:**

Prospective bidders must visit the premises to determine the extent of the services required. A completed site-inspection certificate must be submitted together with the bid document.

**Date: 02 DECEMBER 2021**  
**Time: 10H00 -12H00**  
**Venue: MASADA BUILDING**  
**CNR PAUL KRUGER&PROES (JOHANNES RAMOKHOASE STR)**  
**PRETORIA**  
**FLOOR NO: 10**  
**ROOM NO: CONFERENCE**

**NB: ALL BIDDERS MUST COME WITH COMPLETED BD 6.1 FORM (SITE INSPECTION CERTIFICATE). NO TENDER WILL BE ISSUED ON THIS DATE. SUPPLIERS MUST DOWN LOAD THE TENDER DOCUMENT ON THE ETENDER PUBLICATION PORTAL.**

Bidders are requested to report at Masada Building floor no 10: before 10H00. Enquiries regarding the site visit can be directed to Ms Lufuno Ramatsea at telephone number (012)306 2044

This is to certify that ..... of (the company)  
 ..... Visited and inspected the site / premises on  
 the ..... day of ..... 2021, and is therefore familiar with the  
 circumstances and the scope of the services to be rendered.

.....  
 BIDDER



**DEPARTMENTAL STAMP**

.....  
 OFFICIAL

.....  
 RANK



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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....  
ADDRESS .....  
.....  
.....



## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**





1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

**NB:**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: \_\_\_\_\_

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

WITNESS No. 1 \_\_\_\_\_

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

WITNESS No. 2 \_\_\_\_\_

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

## DECLARATION OF INTEREST

**(NB : In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act No. 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full name of bidder or his or her representative : .....
  - 2.2 Identity number : .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder, member) : .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust : .....
  - 2.5 Tax Reference Number : .....
  - 2.6 VAT Registration Number : .....
  - 2.6.1 The names of all directors / trustees / shareholders<sup>2</sup> / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the



management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder, presently employed by the state?

Yes	No
-----	----

- 2.7.1 If so, furnish the following particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution

Any other particulars :

.....

.....

.....

- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes	No
-----	----

- 2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes	No
-----	----

**(Note : Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)**

- 2.7.2.2 If no, furnish reasons for non-submission of such proof :

.....

.....

.....

- 2.8 Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the state in the previous twelve (12) months?

Yes	No
-----	----

- 2.8.1 If so, furnish particulars :

.....

.....

.....

- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by

Yes	No
-----	----



the state and who may be involved with the evaluation and or adjudication of this bid?

--	--

2.9.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

Yes	No
-----	----

2.10.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.11 Do you or any of the directors/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

Yes	No
-----	----

2.11.1 If so, furnish particulars :

.....

.....

.....

3. Full details of directors / trustees / members / shareholders :

Full name	Identity number*	Personal Tax Reference Number	State Employee Number / Persal Number

\*Copies of Identity Document must be attached.



### DECLARATION

I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 TO 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THE DECLARATION  
PROVE TO BE FALSE.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

**Note :** Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.





## DECLARATION OF INTEREST

**(NB : In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act No. 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full name of bidder or his or her representative : .....
- 2.2 Identity number : .....
- 2.3 Position occupied in the Company (director, trustee, shareholder, member) : .....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust : .....
- 2.5 Tax Reference Number : .....
- 2.6 VAT Registration Number : .....
- 2.6.1 The names of all directors / trustees / shareholders<sup>2</sup> / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the





management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder, presently employed by the state?

Yes	No
-----	----

2.7.1 If so, furnish the following particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution

Any other particulars :

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes	No
-----	----

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes	No
-----	----

**(Note : Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)**

2.7.2.2 If no, furnish reasons for non-submission of such proof :

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the state in the previous twelve (12) months?

Yes	No
-----	----

2.8.1 If so, furnish particulars :

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by

Yes	No
-----	----

## DECLARATION

I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 TO 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THE DECLARATION  
PROVE TO BE FALSE.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

**Note :** Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the page.</p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on National Treasury's website, (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes	No



4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js365bW



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## DEPARTMENT OF CORRECTIONAL SERVICES

### SPECIAL CONDITIONS OF CONTRACT:

**BID NO: LMN 05/2021: THE RENDERING OF STANDARD CLEANING SERVICES TO THE DEPARTMENT OF CORRECTIONAL SERVICES: REGIONAL OFFICE LMN AT MASADA BUILDING FOR A PERIOD OF 24 MONTHS (2 YEARS).**

#### NOTES

This bid and all contracts emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act , 1999 ( Act 1 of 1999)

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract (GCC). Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract (GCC), the Special Conditions of Contract prevail.

These conditions form part of the bid and failure to Comply therewith may invalidate the bid



## SPECIAL BID CONDITIONS

BID NO. LMN 05/2021

VALIDITY: 120 DAYS

**RENDERING OF STANDARD CLEANING SERVICES FOR THE DEPARTMENT OF CORRECTIONAL SERVICES AT THE REGIONAL OFFICE LMN, MASADA BUILDING PRETORIA: PERIOD 24 MONTHS (2 YEARS).**

### 1 CONDITIONS OF BID / PRICE QUOTATION

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

1.1.1 Number of staff presently employed, divided into

1.1.1.1 Management personnel;

1.1.1.2 Supervisors; and

1.1.1.3 Cleaners. Fulltime: ..... Part time: .....

1.1.2 Address of Head Office.

1.1.3 Addresses of Regional Offices.

1.1.4 Business area.

1.1.5 Date since when the company renders cleaning services.

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

1.1.7 Annual turnover.

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

1.1.8.1 **Annexure A: A letter from the bidder's Financial Institution regarding the financial position of the bidder and the guarantee offered must be submitted with the bid documents. Should this requirement not be complied with in full, the bid shall be considered invalid.**

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



- 1.1.10 The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number.
- 1.1.11 Details (type, make, model, number) of equipment to be used for the rendering of the Service.
  - 1.1.11.1 The names, identity numbers and street addresses of all partners must be indicated Where persons, a partnership or a company comprising a partnership, bid.
  - 1.1.11.2 In cases where a person, persons, partnership, close corporation or company, commences business for the first time, the following particulars must be furnished:
    - 1.1.11.2.1 Who compiled or aided in the compilation of the business plan?
    - 1.1.11.2.2 Who calculated or aided in the calculation of the bid prices?
    - 1.1.11.2.3 Who acts in an advisory capacity to the company?
    - 1.1.11.2.4 Who provides financial support? (If not rendered by a registered financial institution or Small Business Development Corporation (SBDC), give full particulars of this institution)

## **1.2 CONTRACT PERIOD**

The contract period should be for 24 months (2 years).

## **2 CAPACITY FOR WORK**

Details of obligations that the bidder is currently engaged in, the nature thereof and with whom contact can be made for reference purposes must be submitted as an addendum to the bid. Failure to comply herewith may lead to the disqualification of the bid.

## **3 PRICE ADJUSTMENTS**

If bid price is not firm only applications for price adjustments in accordance with the escalation formula as per SBD 3.10 pricing schedule will be considered by the Department of Correctional Services.

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



Price Escalations will only be considered in terms of the following formula:

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

#### **4 SUPERVISION:**

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

#### **5 INSURANCE:**

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) Accident insurance.
- b) Unemployment benefit insurance.
- c) Public liability in the name of the contractor as well as the State for an amount of at least R2 million.

#### **6 TRADE PLAN:**

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

- 6.1 The number of supervisors that will be employed.
- 6.2 The number of workers that will be employed.



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

6.4 What the different cycles for the execution of the work will be.

Prospective bidders must ascertain at the site the extent and nature of the work, the areas, floor surfaces etc. to be cleaned. The bid may be rejected if this condition is not complied with.

**CONTRACT CONDITIONS:**

**1 ROUTINE ACTIVITIES IN OFFICES:**

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

**2 WORKMANSHIP AND MATERIAL:**

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

All material, viz chemicals, etc. must be of good and acceptable quality.

**3 COMPLIANCE WITH ACTS AND REGULATIONS:**

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

3.1 For example registration with NCCA (National Cleaners Association), OHS act and Regulations etc.

**3.2 Disclaimer:**

The Department of Correctional Services will not be held liable/responsible for any loss of material or equipment that the company / contractor will have brought in the building for the purpose of services rendered.

**4 ARBITRATION:**

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:

4.1 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.

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



- 4.3 The arbiter must notify the parties in advance, regarding the remuneration for his services.
- 4.4 Each party must submit a full written view of his case to the arbiter within 30 days of the notification per paragraph 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.
- 4.5 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.
- 4.6 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.
- 4.7 The arbiter may make any decision or allocation, which in his discretion is fair and appropriate.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 If a party withdraws from the arbitration it will be accepted that he consent to the arbiter's findings against him.

**5 PLASTIC REFUSE BAGS:**

Plastic refuse bags needed for the service, must be supplied by the contractor at his cost.

**6 FIRE EXTINGUISHERS:**

The contractor and his employers shall under no circumstances make use of Fire hose reels or other fire extinguishers on the site in the activities attached to the rendering of the service.

**7 TOILET CISTERNS AND DRESSING ROOMS:**

If possible, tending of toilets and dressing rooms must be done by employees of the appropriate sex.



**8 UNACCEPTABLE CLEANING AGENTS:**

No equipment, utensils or agents that may damage the buildings, fittings, persons or contents shall be used. The State has the right to reject any such equipment, utensils or agents.

**9 MACHINES AND EQUIPMENT:**

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

**10 WARNING BOARDS:**

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

**11 INFLAMMABLE AND POISONOUS SUBSTANCES:**

The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the State for the rendering of the service or any other purposes.

**12 LIABILITY**

- 12.1 The contractor indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the contractor or any other person -

- 12.1.1 that may result from or be related to the execution of this contract.

**13 DAMAGE COMPENSATION:**

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

**13.2 RECTIFICATION OF DAMAGES:**

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



**14 TERMINATION AND/OR WITHDRAWAL:**

- 14.1 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.
- 14.2 The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months written notification to the contractor. Should a part of the premises be withdrawn, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal.

**15 BREACH OF CONTRACT:**

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

**16 CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR:**

- 16.1 The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time access to that area is forbidden.
- 16.2 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.
- 16.3 Acceptance of this tender is subject that both the contracting firm and its personnel providing the service must be security cleared by appropriate authorities to the level of **CONFIDENTIAL**. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same measures and conditions will apply to the subcontractor.
- 16.3.1 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.
- 16.4 Without prejudice to the contractor's responsibility to select his personnel before employment, the State will at all times have the right to point out staff members of the contractor who is considered a safety, health or security risk or undesirable in which case the contractor will be requested not to utilize such person(s) any longer to honor his obligations in terms of the agreement.
- 16.5 In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.





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

**17 UNSPECIFIED SERVICES**

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.

**18 PAYMENTS**

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last workday of the month during which the service was rendered. Payment will be made within 30 days after the end of the month during which the service was rendered, if the service was rendered satisfactorily and the invoice is correct.

**19 ACCEPTABLE BIDS /OFFERS**

- 19.1 Only bids complying with the requirements as stipulated in the Special conditions of the Bid and Special Conditions of the contract will be regarded as acceptable.
- 19.2 The following criteria must be strictly adhere to. **Non-compliance on these criteria will automatically invalidate your bid.**
- 19.2.1 It is compulsory for bidders to be registered on the Central Supplier Database (CSD) and to ensure that their Tax matters are indicated as Tax compliant. Bidders should ensure their tax matters are in order.
- 19.1.1.1 Bidder must be registered on the **Central Supplier Database (CSD)** and provide CSD number and TCS Pin as per SBD 1.
- 19.1.1.2 When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be Registered on the Central Suppliers Database and their tax compliance status will be Verified through the Central Suppliers Database.
- 19.1.1.3 The **bid will be awarded to the bidder who is tax compliant.**
- 19.2.2 Attendance of the Compulsory Site Visit Inspection meeting (See BD6.1)
- 19.2.3 An **original** letter of the bidder's Bank or Financial Institution must be submitted with the Bid Proposal, stating whether the bidder (Annexure A"):
- ◆ has the financial capacity to execute the Contract successfully for the annual bid amount;





- ♦ And also to provide an undertaking to issue a bank guarantee (to the value of 2, 5% of the annual bid value) to the Department of Correctional Services, if the bidder is successful in the bidding process. Or Bank Statements reflecting the 2.5% amount of the Annual Bid Value
- ♦ The letter must be signed, dated and stamped by financial institution/bank.
- ♦ The letter must clearly indicate the description of the bid and the name of the bidder.
- ♦ The department reserves the right to confirm the authenticity with the financial institution /bank.

19.2.4 Bidders must fully complete the requirements of the bid specification and comply with Contents thereof. **None –compliance with the specification will invalidate your bid and offer.**

## **20 EVALUATION CRITERIA OF BIDS:**

### **20.1 PRE-QUALIFYING CRITERIA**

20.1.1 The Preferential Procurement Regulations, 2017 prescribes that pre-qualifying must be used to advance designated groups.

20.1.2 **Only bids with a BBBEE level one (1) to four (4) will be considered.** Bidders who meet the Pre-qualifying criteria will be considered for phase 1 (One).

20.1.3 Bids will be evaluated by applying the under mentioned phases (steps). Therefore it very important that all the required information be submitted as completely as possible. failure to comply may invalidate a bid.

### **20.2 Phase 1 (one) (Qualifying Criteria)**

20.2.1 Bidders need to ensure their Tax matters are in order (Paragraph 19.2.1).

20.2.2 Bidders need to attend Compulsory Site Visit inspection meeting. BD 6.1 (Paragraph 19.2.2).

20.2.3 Undertaking from registered financial institution /Bank guarantee for the value of 2.5% percent (Paragraph 19.2.3) Annexure A"

20.2.4 A completed specification as per paragraph of the terms of reference which clearly indicated compliance / none compliance.



**Only Bidders who comply with the Qualifying criteria will proceed to phase 2 (Two).**

**20.3 Phase 2 (Two) Functionality :**

Bids will be evaluated by awarding points in respect of certain criteria (and information) that bidders will have to submit at time of bid by means of a “questionnaire”, per **Annexure B**.

As the questionnaire will play a very important role in the eliminating process, failure to complete the questionnaire shall invalidate the bid.

Bidders who fail to achieve at least the minimum threshold score will be disqualified.

The following criteria and weights will apply during phase 2 (Two) of the evaluation process:

	<b>CRITERIA</b>	<b>WEIGHTS</b>	<b>THRESHOLD SCORE</b>
1	As per paragraphs 1.1 to 1.13 of the Execution Plan (Annexure B)	40	28
2	As per paragraphs 2.1 to 2.1.3 of the Execution Plan (Annexure B)	10	7
	<b>TOTAL</b>	<b>50</b>	<b>35</b>

**NB: Where a contract has been awarded on the strength of information furnished by the contractor which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department will act in accordance with paragraph 23.1 (c) of the Government Procurement - General Conditions of Contract (GCC) which inter alia specifies that:**

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:

(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”

**22 (Financial Evaluation) Price and BBEE:**

22.1 Only bidders who achieve the set threshold score will be short-listed to proceed to Phase 3 (Three) of the evaluation.

22.2 During this phase only the qualifying bids are evaluated in terms of the 80/20 preference Points systems, where the 80 points are used for price only.



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

80/20

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

Where

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

$P_t$  = Rand value of bid under consideration

$P_{\min}$  = Rand value of lowest acceptable bid

Points for Price:	<u>80 points</u>
B-BBEE Level Contribution:	<u>20 points</u>
Total (Final) points:	<u>100 points</u>

22.3.1 Subject to sub-regulation (3), points will be awarded to a bidder for attaining their B-BBEE Status Level of Contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

22.4 The bidder that earns the highest points will normally be the successful bidder and be awarded the contract.

22.5 Bidders are required to complete the preference claim form (SBD 6.1), and submit a Valid and Original/originally certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level Point. **The date of certification of the original should not be older than six (6) months.**



- 22.6 Preference points will be allocated to bidders who have completed and signed the Declaration part of the preference claim form on the SBD 6.1 and who have Substantiated their claim for B-BBEE points by submitted a B-BBEE status level Certificate issued by the following Verification agencies:
  - 22.6.1 *Bidders other than EMEs and QSE,s*
    - A) Verification agencies accredited by SANAS; or
- 22.7 *Bidders who qualify as EMEs and QSE's*
  - a) Sworn affidavit signed by the EMEs and QSEs representative and attested by a Commissioner of Oaths.  
Bidders can access the sworn affidavits templates on [https://www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp)
- 22.8 A trust, consortium or joint venture (including unincorporated consortia and joint Ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for Every separate Bid.
- 22.9 Public entities and tertiary institutions must also submit a B-BBEE Status Level Verification Certificate together with their bids.
- 22.10 The points scored by a bidder in respect of the level of B-BBEE contribution will be Added to the points scored for price.
- 23 Failure on the part of the bidder to comply with **paragraphs 22.5 and 22.6** above will be deemed that preference points for B-BBEE status level of contribution are not **claimed and will therefore be allocated a zero (0)**.
- 23.1 The points scored will be rounded off to the nearest 2 decimals.

**FINANCIAL PARTICULARS**

(Paragraph 1.1.8.1 of the Special Bid Conditions)

**BID NO.:** LMN 05/2021

**SERVICES:** RENDERING OF STANDARD CLEANING SERVICES FOR THE DEPARTMENT OF CORRECTIONAL SERVICES AT THE REGIONAL OFFICE LMN, MASADA BUILDING PRETORIA FOR THE PERIOD: PERIOD 24 MONTHS (2 YEARS).

**NAME OF BIDDER:**

\_\_\_\_\_

**ANNUAL BID PRICE:**

R \_\_\_\_\_

**BANK GUARANTEE REQUIRED:**

2,5% OF THE ANNUAL BID VALUE

R \_\_\_\_\_

An **original** letter of the bidder's Bank or Financial Institution must be submitted with the Bid Proposal, stating whether the bidder:

- ♦ has the financial capacity to execute the Contract successfully for the annual bid amount;
- ♦ and also to provide an undertaking to issue a bank guarantee (to the value of 2,5% of the annual bid value) to the Department of Correctional Services, if the bidder is successful in the bidding process.

Or Bank Statements reflecting the 2.5% amount of the Annual Bid Value .

**Important:** *Should this requirement not be complied with in full, the bid shall be considered invalid.*



**ANNEXURE "B"**

**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.**

- |       |  |                   |
|-------|--|-------------------|
| 1.1   | <b>Project Manager available</b>   | <b>* Yes / No</b> |
| 1.1.1 | Full time manager  | .....             |
| 1.1.2 | Part time manager  | .....             |
| 1.2   | <b>Supervisor/s</b>  | <b>* Yes / No</b> |
| 1.2.1 | Full time (offered for this particular service)  | .....             |
| 1.2.2 | Part time (offered for this particular service)  | .....             |
| 1.2.3 | Cleaner but also applied as supervisor   | .....             |
| 1.3   | <b>Number of workers offered for the rendering of this service.</b>                      |                   |
| 1.3.1 | Full time workers  | .....             |
| 1.3.2 | Part time workers  | .....             |
| 1.4   | <b>Training of workers</b>   |                   |
|       | Indicate what training is given as well as where and when training were / will be given: |                   |
| 1.4.1 | Standard training courses (Proof must be submitted together with the tender)             |                   |
| 1.4.2 | On duty training   | .....             |
| 1.4.3 | Any other training   | .....             |

**\* Delete whichever is not applicable.**

**1.10 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.

**1.11 Did you complete all the necessary Bid forms and/or annexures?**

**\* Yes / No**

**1.12 References**

Full details of references, if available, must be submitted

**\* Yes / No**

**1.13 Site Inspection**

Did you attend the site inspection meeting?

**\* Yes / No**

Is the signed Site Inspection Certificate (BD 6.1) submitted?

**\* Yes / No**

**2. Price Structure**

**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 41326 of 15 DECEMBER 2017 cleaning services trade, published during time of Bidding : Area A is applicable and binding.**

**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?

.....

**\* Delete whichever is not applicable.**

2.1.1	Basic salary cleaner	R .....
	Overtime x $\frac{1}{3}$	R .....
	Overtime x $\frac{1}{2}$	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 .....
2.1.2	Transport	R .....
2.1.3	Cleaning materials	R .....
2.4	Overheads (including profit)	R .....
	<b>Total bid price</b>	<b><u>R ...../month</u></b>

**\* Delete whichever is not applicable.**

The content of these Special Conditions have been noted and accepted.

Signature of the Bidder: \_\_\_\_\_



# **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.

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## **General Conditions of Contract**

### **1. Definitions**

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

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

incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3

do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of



- 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

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.

**35. Prohibition of Restrictive Practices**

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

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

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

<b>CHECKLIST : COMPILATION OF BID DOCUMENTS FOR THE CLEANING SERVICES</b>			
		Yes	No
1.	Did you take note that bids submitted per mail must be sent per registered mail (see cover letter to bid documents)?		
2.	Did you sign and fully complete the SBD 1 form?		
3.	Did you submit CSD report , it condition that TAX matters of Bidders must be in order . Special conditions par 7.2.1 .Bidders must provide CSD number and TCS Pin as per attached SBD 1.		
4	Did you take note of the content and requirements of the approved specification		
4.1	Did you attend the compulsory site visit and attached completed and stamped site visit certificate BD 6.1		
5.	Did you take note of the content of BD 3.10 pricing schedule?		
6.	Is the SBD 4 (Declaration of interest) completed and signed as required?		
7.	Is the SBD 6.1-form completed and signed and has documentary proof of points claimed provided?		
8.	If points are claimed on the SBD 6.1-form (Promotion of Small Businesses), has paragraph 5 and par 6 and 6.1 been completed?		
9.	Has the SBD 8 been completed and signed as requested?		
9.1	Has the SBD 9 been completed and signed as requested?		
10.	Take note of the closing date and time of the bid?		
10.1	Take note that no late bids will be considered!		
11.	Did you take note of all Special conditions of the contract BD 4.8 for compliance with requirements and General Conditions of contract.. acknowledge and sign them		
12.	Services / Items quoted on must be in accordance to the approved specification and requirements of the Bid		