

Bid No: NPA 16 -14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

000001



NATIONAL PROSECUTING AUTHORITY
South Africa

INVITATION TO BID

BID DETAILS

BID NUMBER	:	NPA 16 -14/15
ISSUE DATE	:	06 March 2015
OPTIONAL BRIEFING SESSION	:	Date: 13 March 2015 & Time : 10h00 to 13h00
CLOSING DATE	:	10 April 2015
CLOSING TIME	:	11h00
DESCRIPTION	:	Appointment of service provider to provide comprehensive facilities management services for DPP GAUTENG LOCAL DIVISION, JOHANNESBURG
CONTRACT DURATION	:	Thirty Six (36) Months

DETAILS OF BIDDER

COMPANY NAME : _____

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

ORIGINAL

☐

COPY

☐

SOFT COPY

☐

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FULL DETAILS OF BIDDER

COMPANY NAME : _____

CONTACT PERSON : _____

DATE : _____

E-MAIL ADDRESS : _____

TELEPHONE NUMBER : _____

CELLULAR NUMBER : _____

FAX NUMBER : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

SIGNATURE OF BIDDER : _____

TOTAL BID PRICE INCL VAT : _____

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CONTENT PAGE

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

- Structure of Proposals
- Glossary
- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation Process
- Section 6 : Terms of reference and Service Schedule (Annexure A)
- Section 7 : Pricing schedule
- Section 8 ; Original Tax Clearance Certificate Requirements (SBD 2)
- Section 9 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 10 : Declaration of Interest (SBD 4)
- Section 11 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 12 : Certificate of independent bid determination (SBD 9)
- Section 13 : The National Industrial Participation Programme (SBD5)
- Section 14 : Confirmation Form

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STRUCTURE OF PROPOSALS

To ensure that the Bid Evaluation Committee does not overlook any information/documentation, it is essential that all proposal documents are structured in the same manner. Therefore, all proposals must adhere to this structure.

Annexure A :

1. Bid document
 - 1.1 Section 1: Invitation to Bid (SBD 1)
 - 1.2 Section 2 : General Conditions of Contract
 - 1.3 Section 3 : Special Conditions of Contract
 - 1.4 Section 4: Bid Submission Requirements
 - 1.5 Section 5: Evaluation Process
 - 1.6 Section 6: Terms of reference and Service Schedule (Annexure A)

Annexure B:

2. Company documents
 - 2.1 Section 9: Original valid Tax Clearance Certificate
 - 2.2 Valid original/ certified copy of B-BBEE level verification certificate
 - 2.3 Certified copies of all the company registration documents
 - 2.4 Certified copies of all directors ID documents

Annexure C:

3. Bid proposal must include but not limited to:
 - 3.1 Bidder's profile
 - 3.2 References
 - 3.3 Proposed Methodology
 - 3.4 Help desk reports (examples)
 - 3.5 Company's operating/business premises
 - 3.6 Financial Statements/results

Annexure D

4. Section 7: Management percentage fee

Annexure E

5. Section 8: Pricing schedule

Annexure F

6. Standard bidding documents
 - 6.1 Section 10: Preferential Points claim - B-BBEE Status Level of Contribution (SBD 6.1)
 - 6.2 Section 11: Declaration of Interest (SBD 4)
 - 6.3 Section 12: Declaration of Bidders past SCM Practices (SBD 8)
 - 6.4 Section 13: Certificate of independent bid determination (SBD 9)
 - 6.5 Section 14: Confirmation Form

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GLOSSARY

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

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SECTION 1

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY

BID NUMBER	NPA 16-14/15	CLOSING DATE	10 April 2015	CLOSING TIME	11:00am
DESCRIPTION	Appointment of a service provider to provide comprehensive facilities management services: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG for a period of thirty six (36) months.				
VALIDITY	Offer to be valid for 90 days from the closing date of the bid.				

The successful bidder will be required to fill in and sign a written Contract Form

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: **NATIONAL PROSECUTING AUTHORITY , VGM BUILDING, WEAVIND PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA**

Bidders should ensure that bids are delivered timeously to the correct address. Late bids will not be considered. The bids must be submitted in the form of an original, a copy and a an electronic copy, and failure to do so may result in disqualification.

The bid box is open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND THE SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

Bidder's Signature/ initial:

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A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: R

(in words).....

ANY BID ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

Contact Person: Khayakazi Zaki
Fax: 012 843-1811
E-mail address: tenders@npa.gov.za

ANY FUNCTIONAL ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

Contact Person: Judith Mackay
E-mail address: tenders@npa.gov.za

Bidder's Signature/ initial: _____

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SECTION 2

GENERAL CONDITIONS OF CONTRACT

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

1. Definitions

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

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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,

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letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

7.3 The performance security shall be denominated in the currency of the

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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 the 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.

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- 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 the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the

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- supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments

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authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

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|---|------|--|
| 18. Contract amendments | 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. |
| | 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. |
| | 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. |
| 22. Penalties | 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed |

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23. Termination for default

- 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.
- The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been 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.

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- 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

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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 Program (NIPP)

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned.

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SECTION 3

SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed terms of reference. Failure to bid accordingly will result in the disqualification of the bid.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. NPA reserves the right;
 - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - To award a bid to one or more service providers.
 - To award the bid as a whole or in part.
 - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - To amend any bid condition, validity period, or extend the closing date of bids.
 - To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
4. NPA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two (2) days after the request has been made, otherwise the proposal may be disqualified.
5. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting, NPA will enter into a single contract with a principal bidder.
6. NPA will enter into a contract with the successful bidder, effective from the date of bid award and it will contain a service level agreement taking all aspects of the contract into account.
7. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
8. The bidder will be subject to a security screening investigation by NPA at any stage before or during the duration of the contract. If the results thereof are negative and/or unfavorable and/or have a material or adverse effect to the carrying out of the contract, NPA shall be entitled to refuse to enter into a contract or cancel the contract.
9. NPA shall not be obliged to accept the lowest or any quotation, offer or proposal from any bidder.
10. NPA will not be liable for any expenses incurred by the bidders during the bidding process.

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11. A valid and original tax clearance certificate must be submitted with the bid, failure will disqualify the bid

12. Certified copies of CIPC company registration documents must be submitted with the bid.

13. The service provider is required to:

13.1 Render facilities management services on a day to day basis, as per the service schedules attached.

13.2 Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. Proof of such documentation must be submitted as part of the Bid Proposal:

13.2.1 Specifically, a valid letter of good standing from the Department of Labour must be submitted as part of the Bid Proposal documents.

13.3 Manage any labour disputes among his/her staff which might impact the day to day NPA operations and service delivery.

13.4 Ensure that all staff employed in respect of this contract is in good health and pose no risk to any NPA employees.

13.3 Comply with NPA security and emergency policies, procedures and regulations.

13.4 Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning and / or maintenance activities.

13.5 Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, persons or any other contents in offices. NPA has a right to reject any such equipment, utensils or agents that is detrimental to its property and staff.

13.6 Not use or store any poisonous or highly flammable substances without the written consent of the NPA.

13.7 Ensure that staff working under this contract is provided with the required protective clothing as determined by the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993), when relevant during the carrying out of their duties.

13.8 Ensure that all work performed and all equipment used on site are in compliance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);

13.9 Maintain cleaning equipment and materials in good order so as to comply with NPA Occupational Health and Safety Standards;

13.10 Re-fill, empty and clean machines and equipment only at designated places as indicated

13.11 Supply and install new hygiene equipment and perform maintenance of automatic air refreshers.

13.12 When the contract ends the service provider must remove their equipment and restore the building to its original condition.

13.13 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract.

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13.14 Provide all staff working under this contract with personnel protective clothing (uniforms) and name badges (no later than on the first day of the second month of rendering the service), which state the name of the service provider and that can be clearly distinguished from other service providers, NPA staff, etc. NPA reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement;

13.15 Ensure that NPA is informed of any removal and replacement of staff. For security reasons, NPA reserves the right to vet all persons working under the contract.

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

14. GENERAL

14.1 NPA shall provide adequate and furnished accommodation to serve as a rest room for the service provider staff.

14.2 NPA will be responsible for providing the necessary telephone line and network access to the service provider.

14.3 All costs associated with telephone and related charges will be for the account of the service provider. The service provider will be billed on a monthly basis.

14.4 The service provider shall be responsible for setting up an in-house operational helpdesk inclusive of software application systems, compatible with NPA systems, which will capture, process and generate reports for all helpdesk logged calls and their resolution/response.

15. NPA will not be liable for any expenses incurred by the bidders during the bidding process.

16. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.

17. Bidders are requested to endorse their signature on every page of the bid document.

18. LEGISLATIVE COMPLIANCE:

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

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

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19. THE BID PROPOSAL DOCUMENT SHOULD INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING IN DETAIL:

- 19.1 **Bidder's profile** - Short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organisation of the proposing entity, including all members of the consortia and/sub-contracts. If applicable, a description of the role of the lead partner and participating companies of the consortium.
- 19.2 **References and performance capabilities** - The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in facilities management. Such claims must be supported with sufficient references to permit NPA to verify the claimed capabilities. To support all claims of experience presented and to assist NPA in reviewing and evaluation of the proposals, the bidders are requested to provide the following:
- At least two (2) signed reference letters or more of previous or current clients where all or at least 80% of services required by this contract are/were offered, listing the services received, indicating client's satisfaction with bidder's delivery of the services, and the period of the contract. (Note that the focus to these letters should address the relevant experience of the bidder, not the proposed approach to the requirement).
 - A current and valid letter of good standing from the Department of Labour.
- 19.3 **Proposed methodology, proposal and operational/works schedule for Facilities Management** - The bidder must provide its proposed approach indicating how the services will be executed successfully. Provide a comprehensive proposal to demonstrate their capability to render such services. This will typically include equipment to be used, and human resources to be employed.
- 19.4 **Management fee percentage** – (is the fee which the successful bidder will charge for any ad-hoc /additional work) the bidder must indicate the percentage (%) on the proposal, failure to indicate the percentage (%) will mean that once the bidder is appointed they will not be allowed to charge the management fee for any ad-hoc/ additional work for the period of the contract.

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SECTION 4

BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

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

The Bidder must:

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

2. FRAUD AND CORRUPTION

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

3. CLARIFICATION / QUERIES

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

Bid Enquiries	:	Khayakazi Zaki
E-mail	:	tenders@npa.gov.za
Fax	:	012 843-1811

- 3.2 Queries received will be responded to within two (2) working days of receiving the query.
- 3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.

3.4 BRIEFING SESSION AND SITE INSPECTION

- 3.4.1 A briefing session and site inspection will be conducted at:

Venue and address	Date	Time
Ground Floor, Innes Chambers, 51 Pritchard Street, Johannesburg	13 March 2015	Briefing session : 10h00-13h00

NOTE: Attendance of this briefing session and site inspection is optional.

- 3.4.2 Bidders will get a copy of the bid document at the reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the NPA website (www.npa.gov.za).
- 3.4.3 If the bidder chooses to attend the Briefing Session and Site Inspection, the bidder must attend in person or send a representative.
- 3.4.4 Bidders must complete and sign the attendance register at the Briefing Session.
- 3.4.5 Bidders will be allowed to conduct a site inspection of the building immediately after the briefing session is concluded. No other inspection day will be allowed.

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4. SUBMITTING BIDS

- 4.1 One (1) original, and two (2) copies of the bid proposal must be handed in / delivered to the address indicated below:

The Tender Box
VGM Building
123 Westlake Avenue
Weavind Park
Silverton
PRETORIA

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

- 4.2 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 4.3 All paper copies must be neatly bound. All additions to the bid documents, i.e. appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered, etc. shall be neatly bound as part of the schedule concerned.
- 4.4 The NPA will not accept responsibility for any documentation which gets lost.
- 4.5 An original version of the bid must be submitted. The original version must be signed in ink, by an authorized employee or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.6 Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.

5. MARKING ON BID ENVELOPE / PACK

- 5.1. Bids should be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:
- ☐ Attention : The Tender Box
 - ☐ : Supply Chain Management
 - ☐ Bid number : NPA 16 - 14/15
 - ☐ Closing date and time : **10 April 2015 at 11:00am**
 - ☐ The name and address of the bidder
- 5.2 Failure to do so may result in the proposal not being identified as a bid document. The NPA will not accept responsibility for any misplaced bids.
- 5.3 Documents submitted on time by bidders shall not be returned.

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6. LATE BIDS

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

7. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

From Pretoria City Centre

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

N1 from North

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

N1 from South (coming from Johannesburg)

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

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

8. ACCESS TO INFORMATION

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

9. REASONS FOR REJECTION

- 9.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:

Bidder's Signature/ initial: _____

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- 9.2.1 Have abused the SCM system of NPA;
- 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
- 9.2.3 Have failed to perform on any previous contract and the proof exists;
- 9.2.4 Such actions shall be communicated to the National Treasury.
- 9.3 Bidders that submit incomplete information and documentation according to the requirements of the terms of reference and special conditions.
- 9.4 Bidders that fail to submit a bid proposal in terms of section 3, clause 19.3.
- 9.5 Bidders that do not submit a valid and original tax clearance certificate on the closing date and time of the bid.
- 9.6 If a bidder fails to submit/provide a valid and current letter of good standing from the Department of Labour

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SECTION 5

EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the **90/10** preference point system as prescribed in the Preferential Procurement Regulation of 2011. The evaluation process comprises the following phases:

Phase 1: Screening process

During this phase bids will be reviewed to determine compliance with all standard bidding documents, and such documents must be signed by a duly authorized representative. Tax matters will also be reviewed as to whether an original and valid tax clearance certificate has been submitted at closing date and time of the bid.

Phase 2: Functionality evaluation

Only bidders that have met the pre-qualification process will be evaluated for functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional terms of reference). Bidders who score a minimum qualifying score of **60 percent** or more out of 100 percent on functionality will be considered for the next phase i.e. Price and B-BBEE status level contribution.

Phase 3: Price and B-BBEE status level contribution evaluation

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

FUNCTIONAL EVALUATION

The functionality of the proposal will be evaluated on a scale of **0-5** in accordance with the criteria below.

The rating will be as follows: 0=non submission, 1=poor; 2=Average; 3=Good; 4=Very Good and 5=Excellent.

FUNCTIONALITY CRITERIA – PHASE 2	WEIGHT
1. Proposed Methodology	
<ul style="list-style-type: none"> Bidders must provide a comprehensive proposal to demonstrate capability to render the services required, including human resources and equipment to be utilized. 	40
2. Track Record and Experience in Facilities Management	
<ul style="list-style-type: none"> Bidders must demonstrate experience in Facilities Management by providing documentary proof, in the form of at least two (2) reference letters (on letter head of referee and signed with relevant authority), confirming the period of the contract where Facilities Management Services were/are conducted. <p> Less than One (1) Year = 0 Points One (1) to Four (4) Years = 1 Point Five (5) to Seven (7) Years = 3 Point Eight (8) years and above = 5 Point </p> <p>Non submission of signed reference letters will score Zero (0) Points</p>	30

Bidder's Signature/ initial: _____

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FUNCTIONALITY CRITERIA – PHASE 2	WEIGHT
Points will be allocated for experience for Bidders who have experience in 80% of the deliverables required as listed in 4.1 in the terms of reference.	
3. Help Desk/management reports	
<ul style="list-style-type: none"> Bidders must indicate the capabilities of the help desk system that will be operated, and: <ol style="list-style-type: none"> Provide examples of reports that will be generated by the help desk software/system. Provide examples of management reports on services rendered. 	20
4. Locality	
<ul style="list-style-type: none"> Bidders must provide documentary proof to indicate that the company has an operating office/business premises (i.e. Municipal Account, lease agreement, telephone account, etc.): <ol style="list-style-type: none"> Office/business within Johannesburg = 5 points Office/business within Gauteng = 3 points Office/ business elsewhere = 1 point 	10
Functional Total	100
Threshold	60

The percentage for functionality will be calculated as follows

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

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

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

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

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

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SECTION 6

TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES TO DPP GAUTENG LOCAL DIVISION FOR A PERIOD OF THIRTY SIX (36) MONTHS.

1. PURPOSE OF THE BID

1.1 The purpose of this bid is to appoint a service provider to provide facilities management services for DPP Gauteng Local Division (Johannesburg), at the Innes Chambers building, 51 Pritchard Street, Johannesburg, for a period of thirty six (36) months.

2. SCOPE OF WORK AND DELIVERABLES

2.1 The service provider will be required to provide facilities management services.

2.2 This is an all-inclusive facilities management service that includes the provision of a cleaning, hygiene, sanitation, maintenance and repairs, car wash, garden and plant, catering and canteen, pest control, food aid, helpdesk and porter services.

2.3 The provision and maintenance of equipment and consumable supplies required for carrying out services are a service provider obligation.

3. DURATION OF THE CONTRACT

3.1 The contract is for a period of thirty six (36) months.

4. DELIVERABLES

4.1 Bidders are expected to submit a proposal that covers, but is not limited to the following:

- 4.1.1 Cleaning service
- 4.1.2 Hygiene service
- 4.1.3 Waste management service
- 4.1.4 Garden and plants service
- 4.1.5 Building maintenance and repairs service
- 4.1.6 Catering and canteen service
- 4.1.7 Pest control service
- 4.1.8 Car wash service
- 4.1.9 Food Aid service
- 4.1.10 Help desk service
- 4.1.11 Porter service

4.2. MAINTENANCE

4.2.1 DAY TO DAY MAINTENANCE LESS THAN R30 000.00 PER CASE NOT PERFORMED BY Department of Public Works (DPW)

4.2.1.1 This includes, but is not limited to, blocked pipes, toilets, burst pipes, broken windowpanes, etc. Painting is ONLY included if it has to be done after emergency repairs were undertaken.

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4.2.1.2 The service provider is not to undertake any maintenance work of a highly technical/specialized nature that would require registered/qualified individuals/service providers/contractors. In such instances the DPW will be called in by the NPA. Maintenance to the following is included in this category:

- Placement and/or moving of office safes
- Fire-fighting equipment
- Emergency exit locking devices/lock sets
- Repairs to roofs
- Maintenance to loadbearing walls
- Maintenance that effects the natural lighting and/or ventilation of the building
- Electrical installations
- Fire detection systems
- Standby generator sets
- Lifts and hoisting equipment
- UPS systems, unless bought by the NPA
- Air conditioning and ventilation systems
- Boilers
- Built-in kitchen equipment
- Hydraulic equipment that is an integral part of the building

5. GENERATOR REFUELLING

The service provider will be required to ensure that the emergency generators are fully fueled with diesel at the commencement of the contract, and after every use of the generators. Fuel added must be billed as a pass through cost.

(The services schedule and detailed specifications are attached as Annexure A, below)

6. EQUIPMENT, MATERIAL AND CONSUMABLES

- 6.1 All necessary equipment and materials for the successful execution of the above services are to be provided for by the service provider.
- 6.2 The service provider must supply, install and maintain all equipment required to carry out the services that are not provided as a fixture in the building at the commencement of the contract.
- 6.3 The service provider must ensure that all equipment that they installed is removed at the end of the contract period. All surfaces affected by such removal shall be restored to its previous condition. The service provider will be responsible for any damage to property as a result thereof. Reasonable and proper care must be exercised to avoid liability.
- 6.4 Provide SABS approved consumables as per the schedule and/or as and when required, and ensure stock availability at all times. The cost of consumables shall be for the account of the service provider.
- 6.5 All equipment is to be kept in a fully functional and in a safe condition at all times, and must comply with all applicable regulations.

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7. UNIFORM/ CLOTHING

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

8. DAMAGE COMPENSATION

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

9. DAMAGES TO PROPERTY OCCUPIED BY THE NPA (INNES CHAMBERS)

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

10. STORAGE OF EQUIPMENT

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

11. ACCESS TO THE BUILDING

- 11.1 The service provider shall have access to the building in terms of its contract during normal office hours.
- 11.2 Night/Weekend service is discouraged except for the purpose of fumigation and deep cleaning of carpets, or any other agreed upon service required, which shall be pre-arranged.
- 11.3 Fumigation and deep carpet cleaning will always be done after normal working hours.

12. ROUTINE ACTIVITIES IN THE OFFICES

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

13. OCCUPATIONAL HEALTH AND SAFETY

- 13.1 The successful bidder will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended, and includes but is not limited to:

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- 13.1.1 Following safety procedures with regard to equipment, stepladders and machinery.
- 13.1.2 Procedure with regard to reporting injury on duties.
- 13.1.3 Procedure with regard to identifying safety risks and resolving safety risks in the workplace as required by law.
- 13.1.4 Measures set in place to ensure safety in the workplace and meet all Occupational Health and Safety requirements as required by law.
- 13.1.5 The service provider is responsible to ensure that the services rendered meet all Occupational Health and Safety requirements, and that at all times there will be no risk for any persons, staff members, or members of the public with regard to Occupational Health and Safety.

14. COMPLIANCE WITH LABOUR RELATIONS

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

15. SYSTEM FOR SERVICE DELIVERY

- 15.1 The following reports must be put in place by the Service Provider:
 - 15.1.1 Daily/Weekly/Monthly/Quarterly schedule of duties of staff for all services to be rendered
 - 15.1.2 Schedule for notification of building occupants for routine cleaning and fumigation, adhering to a 14 day notice period.
 - 15.1.3 Help Desk operation.

ANNEXURE A

SERVICE SCHEDULE

1. CLEANING

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
RECEPTION AREAS, ALL LIFTS / LOBBIES, PASSAGES.				
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor			X	
Vacuum carpets		X		Three times per week
Remove stains on carpeted areas	X			As they appear
Deep (steam) clean carpets				Once every quarter
Wipe down walls			X	With daily spot cleaning
Dust light fittings		X		Fortnightly
Wipe light switches		X		
Dust and damp clean pictures/mirror frames/directory boards		X		
Clean and fill Water Jugs	X			Twice daily
Dust curtains / & blinds		X		
Wipe/Dust & clean reception furniture	X			
Wipe/Dust/Clean Security/Reception desk/Glass windows	X			
Empty, clean, disinfect and line Waste Bins	X			Twice daily
Clean plants and plant containers		X		
STAIRCASES				
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor		X		
Wipe down walls		X		With daily spot cleaning
Dust light fittings		X		
Wipe light switches		X		
Dust & clean glass, aluminum, concrete balustrades	X			
Dust & wipe wooden handrails	X			
Polish wooden handrails		X		
OFFICES (INCLUDING OPEN PLAN OFFICES) AND PRODUCTION/COPIER ROOMS/DOCUMENT CENTRE/LIBRARY				

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

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
BOARD ROOMS, MEETING ROOMS/TRAINING ROOMS				
Vacuum carpets and material covered furniture	X			
Deep (steam) clean carpets				every quarter
Washing of carpets				Twice a year.
Sweep and clean tiled floor	X			
Dust Projection Screen		X		
Dust furniture, including cupboard shelves/servers/cabinets	X			
Damp clean waterproof furniture covers/plastic furniture/training room tables		X		
Polish furniture		X		
Clean and disinfect telephone instruments		X		
Dust equipment	X			
Dust Windowsills	X			
Dust all ledges and fittings	X			
Dust all vertical surfaces (walls, cabinets, etc.)		X		
Dust all windows and window ledges		X		
Empty, clean and line waste bins	X			
Wash and disinfect waste bins		X		
Dust/Vacuum curtains/blinds		X		
Clean plants and plant containers		X		
Wipe clean/polish door handles		X		
Dust and Clean picture frames/mirrors/ornaments		X		
Dust light fittings			X	
Wipe light switches	X			
Damp clean fridge/catering equipment	X			
CANTEEN				
Sweep and clean tiled floors	X			
Deep clean tiled floor			X	
Dust and damp clean dining tables and chairs	X			
Dust and damp clean notice boards, pictures		X		
Empty, clean, disinfect and line waste bins	X			Twice daily
Dust and damp clean storage cupboards, shelving		X		

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Clean glass display cabinets/fridges/counters	X			
DECKS AND PATIOS				
Sweep and clean tiled/wooden floors	X			
Damp clean outdoor furniture/equipment	X			
Deep clean tiled floor			X	
Damp clean balustrades	X			
FIRE ESCAPES				
Sweep Fire escape stairs		X		Twice per week
Wash fire escape stairs			X	
Dust, Damp Clean and polish (where applicable) Fire Escape stairway balustrades		X		
REFUSE AREA				
Sweep & wash refuse area floors	X			
Wipe down the walls		X		
Disinfect refuse area floors		X		Twice per week
Wash, disinfect and line refuse bins		X		
WINDOWS				
Clean all windows and window frames on the inside			X	
Clean glass windows and frames of inter-leading internal passage doors	X			
Clean main entrance foyer glass windows and window frames internally and externally		X		
SPILLAGE AND EMERGENCY CLEANING				
Spillages within any area in the building				As and when necessary
PARKING GARAGE, AND GARAGE STAIRWAYS, CAR WASH BAYS, GOODS STORAGE HOLDING AREAS				
Sweep cement roadway/floor/ stair surfaces	X			
Wash cement roadway/floor/stair surfaces		X		
Deep clean roadway/floor/stair surfaces			X	
Dust and wipe mirrors and signage		X		
Wash walls, mirrors and signage			X	
GRAFFITI				
Graffiti to be obscured and removed				As and when necessary
GYMNASIUM				

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Maintain the cleanliness of the gymnasium area and equipment	X			Twice daily
Disinfect all gymnasium equipment	X			Twice daily
SICK BAY AND BED LINEN				
Sick bay				After every use
Bed linen				After every use

2. HYGIENE

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
REST ROOMS/CHANGE ROOMS/STEAM ROOMS				
Deep cleaning of toilets and urinals	X			
Clean & disinfect toilet bowls (inner & outer)	X			Twice daily
Clean & disinfect toilet urinals (inner & outer)	X			Twice daily
Wipe down toilet roll holder cabinets	X			
Wipe & clean mirrors	X			
Wipe down & clean walls, doors and / partitions	X			
Dust lights		X		
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor with disinfectant		X		
Wash/Clean & disinfect wash hand basins and taps	X			
Replenish air-freshener dispensers		X		On regular basis
Wipe light switches		X		
Wipe and clean hand drying header stations	X			
Empty, clean and line waste bins	X			Twice a day
Ensure that ladies sanitary bins are emptied, cleaned and disinfected	X			Twice a day
Empty, clean and line all waste receptacles	X			Twice a day
Clean all metal fittings	X			
Treat all surfaces against staining, fungal and bacterial growth		X		
Replenish toilet paper, paper hand towels and / liquid hand soap to dispensers	X			Twice a day
KITCHENS				
Sweep & wash floor	X			

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Clean kitchen spillages	X			As and when necessary
Clean & wipe down walls, doors and cupboard doors, Shelves	X			
Clean eating, drinking and catering utensils and materials				
Damp clean kitchen appliances	X			
Clean and disinfect counter tops	X			
Empty Waste bins, disinfect and line	X			Twice daily
Wash & clean kitchen zinc	X			Twice daily
Disinfect kitchen zinc	X			

3. WASTE MANAGEMENT

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Collect, sort and dispose of waste products generated by the building and its occupants, utilizing the waste area provided in the building	X			
Disinfect waste receptacles and waste areas	X			
Provide adequate waste receptacles, ensuring the sorting of waste to enable recycling by the waste collector agency	X			
Provide a clinical waste disposal service, with sanitary disposal facilities in each area of the building, appropriate to its need	X			

4. GARDEN AND PLANTS SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Supply and maintain all floor standing flower pots, pot plants, outdoor garden plants, and the garden in consultation with the NPA Logistics Manager, to ensure that plants are healthy and show vibrant growth		X		
Maintain all plants by watering, pruning, weeding, and composting. Replace dead plants.		X		

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Provide vases and cut flowers as and when required.	X			Reception area on the Ground Floor
	X			Reception area on the 10 th Floor
				Other areas- as requested
Ensure that light fittings and non-soil surfaces in the outdoor garden are cleaned	X			
The number of pot plants and flower pots to be supplied is estimated at 220				

5. BUILDING MAINTENANCE AND REPAIRS

SERVICES REQUIRED
<p>Facilitate and ensure that custodians of warranties and guarantees active at the date of commencement of the Facilities Management Contract in respect of any equipment or services are brought on site to address any defects, maintenance or repairs while such warranties are active.</p> <p>NB. The NPA will provide the list of relevant warranties and guarantees.</p>
<p>Day to Day maintenance services</p> <ul style="list-style-type: none"> Perform minor maintenance work where specialized registered and qualified artisans/technicians are not required. This excludes refurbishment or structural improvements. Provide day to day emergency maintenance where the costs do not exceed R30 000.00 per case. This will include, but not be limited to, burst water/sewage pipes, blocked pipes, broken window panes, toilets, and painting only when it is required after an emergency repair, damaged tiles, installing fixtures, etc.
<p>Ensure the continuous supply of utilities, such as water, and energy (diesel for generators)</p> <p>Ensure that the emergency generators are fully fueled with diesel at all times. Diesel added to the generators must be billed as a pass through cost.</p> <p>These activities must be performed under the guidance and norms of DPW and NPA.</p>
<p>Ensure that light bulbs/tubes are replaced as and when they fuse/falter</p>

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6. CATERING AND CANTEEN SERVICES

SERVICES REQUIRED
Provide a canteen facility to the NPA, its staff and customers.
<p>The contractor will be required to, but not be limited to:</p> <ul style="list-style-type: none"> • Ensure that operating times as agreed to with NPA management are adhered to • Ensure that all equipment, cutlery, crockery and utensils required for the functioning of the canteen and catering from the canteen is provided by the Contractor. • Ensure that the canteen and kitchen is kept clean in accordance with legislative and municipal requirements. • Ensure that staff employed are uniformed • Ensure that the quality of the food meets health standards.
Provide ad-hoc catering services for official meetings, training courses, etc. which could include, but not be limited to buffets, light meals, snacks or teas. The requisitioning of such catering must be approved by authorized personnel of the NPA
Ensure that food preparation, serving, washing up, storage and waste areas be kept in a clean and hygienic state, and that the environment is compliant with all relevant statutory requirements
<p>The successful bidder shall not use the canteen for any other purpose/function other than for NPA purposes.</p> <p>Only NPA catering can be engaged in from the Canteen Facility.</p>

7. PEST CONTROL

SERVICES	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Preventative Pest Control – fumigation				Quarterly and outside of normal working hours
Reactive Pest Control until infestation is eradicated			X	Each time it arises
Inspection and monitoring of pest infestation				6 weekly (as stipulated by the Act)
Provide service reports				As and when necessary

8. CAR WASH

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning
Wash the exterior of the pool vehicles, including windows, tyres and mud caps Polish dashboards and non-upholstered interior surfaces; Vacuum the interior – floors and seats, including the baggage compartment Vacuum the floor mats		X		Not more than once a week or as and when requested
Provide full valet cleaning of all pool vehicles				Quarterly, or as required
ESTIMATED NUMBER OF CARS: Nineteen (19) (for all 3 years of the contract). Invoicing must be in respect of the actual NPA cars washed. No private car wash will be allowed.				

9. FOOD AID SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning
Set and clear all catering utensils for meetings, events and any office gathering	X			As required, with 24 hours notification
Facilitate, prepare and clear all board rooms, meeting rooms before and after meetings, events and any office gathering	X			As required, with 24 hours notification
Provide drinking water (tap water) to all offices and meeting rooms.	X			Twice daily
Provide water coolers and tap water at all times in designated areas, this includes, but is not limited to, the Gymnasium, kitchenettes, Training Rooms (Estimated number of water coolers= 30)	X			
Provide, on request, food services, not purchased from the Canteen.				As requested
Please note that the service provider is not required to provide the utensils or crockery for Food Aid Services. NPA shall be responsible for providing utensils and crockery, when the canteen items are not required.				

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10. HELP DESK

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Provide a Help Desk service to facilitate access by staff to the facilities management services provided under this contract.	X			7h30 – 16h00 on Weekdays
Reports, as required, must be provided to the NPA Facilities Manager			X	

11. PORTER SERVICES

SERVICES REQUIRED
Ensure the movement of goods and equipment as required, using specialized tools if needed. This includes, but is not limited to, offloading, storing and/or distribution of deliveries, moving of documents, furniture and other assets.
Distribution of inventory and other goods between various locations within the building.

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Annexure B

Building Information

Basement Levels 1 – 5

	Description	Number	Total floor size: 4731 m2
1	Car Parking bays	148	
2	Motor Cycle Bays	10	
3	Car Wash bays	3	
4	Strong rooms	5	
5	Canteen Delivery area	1	
6	Dry Waste store	1	
7	IT Server room/UPS room/Generator room	3	

Ground & Mezzanine Floors

	Description	Number	Total floor size: 2122 m2
1	Toilets: Female: Basin	3	
	: Cubicle	3	
	: Male: Basin	3	
	: Cubicle	2	
	: Urinals	2	
	Paraplegic: Bowl	1	
2	: Basin	1	
	Change rooms: Male: Toilet Cubicle	1	
	: Urinal	2	
	: Shower	2	
	: Basin	3	
	: Female: Toilet cubicle	3	
	: Shower	2	
	: Basin	3	
	Reception and Waiting Area	1	
	Fire arm safe	1	
5	Security room and office	1	
6	Security room at Garage	1	
7	Document Archive: Main Hall	1	
	: Strong rooms	5	
8	Store rooms	3	
9	Shredding room	1	
10	Shredding Refuse Room	1	
11	Health Centre: Sick Bays	3	
	: Contemplation area	3	
	: Common Area	2	
12	Gallery	1	
13	Lift and Fire Escape Lobby	1	
14	Goods Vehicle Delivery Bays	2	

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15	Passages	2	
16	Kitchen	1	
17	Waste Area	2	
18	Ground floor Garage Entry/Exit Ramp	1	

Floor 1

No	Description	Number	Total floor size: 1868 m2
1	Document Centre: Main Hall	1	
	: Print Centre	1	
	: Document receiving Hall	1	
2	Store	3	
3	Training Rooms	3	
4	Lobby	1	
5	Stair and Lift Lobby	1	
6	Stationary Inventory Room	1	
7	Server room	1	
8	Library: Main Hall	1	
	: Lobby	1	
	: Office	2	
	: Research cubicles	6	
	: Store	1	
	: Toilet – Unisex: Basin	1	
	: Toilet Bowl	1	
9	Toilets: Male: Basin	5	
	: Urinal	6	
	: Toilet bowl	2	
	: Female: Basin	5	
	: Toilet bowl	7	
	: Paraplegic: Basin	1	
	: Toilet bowl	1	
10	Auditorium: Main Hall	250-seater	
	: Control room	1	

Floor 2

	Description	Number	Total floor size: 1589 m2
1	Canteen: Main Kitchen: Food preparation area	1	
	: Dry Store	1	
	: Cold store	1	
	: Freezer room	1	
	: Scullery	1	
	: Cooking area	1	
	: Refuse room	1	
	: Office	1	
	: Servery : Food selection & payment	2	
	: Dining hall	1	

Bidder's Signature/ initial: _____

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	: Dining Lounge	1	
2	Toilets: Male: Cubicles	2	
	: Urinals	2	
	: Basins	2	
	: Female: Cubicles	3	
	: Basins	2	
3	Recreation facility	1	
4	Recreation and Gymnasium Deck	1	
5	Garden – outdoor rooftop	7mX10m	
6	Store	1	
7	Gymnasium: Lobby	1	
	: Weight area	1	
	: Aerobic area	1	
	: Cardio equipment area	1	
	: Store room	2	
	: Deck	1	
	: Change rooms: Female: Steam room	1	
	: Toilet cubicle	4	
	: Basin	3	
	: Change/Locker area	1	
	: Shower	4	
	: Change rooms: Male : Steam room	1	
	: Toilet cubicle	2	
	: Basin	3	
	: Change/Locker area	1	
	: Shower	4	
	: Urinal	3	
8	Stair and lift lobby	1	

Floor 3

	Description	Number	Total floor size: 1122 m2
1	Offices	25	
2	Meeting room	1	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Store	1	
10	Toilets X 2 sets: Female: Cubicles	2 X 3	
	: Basins	2 X 2	
	: Male: Cubicles	2 X 2	
	: Urinal	2 X 2	
	: Basin	2 X 2	

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Floor 4

	Description	Number	Total floor size: 1177 m2
1	Offices	36	
2	Board room (12-seater)	1	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Store	1	
10	Strong room	1	
11	Toilets X 2 sets: Female: Cubicles	2 X 3	
	: Basins	2 X 2	
	: Male: Cubicles	2 X 2	
	: Urinal	2 X 2	
	: Basin	2 X 2	

Floor 5

	Description	Number	Total floor size: 1132 m2
1	Offices	30	
2	Board room (50-seater)	1	
3	Boardroom (12-seater)	1	
4	Waiting area	1	
5	Passage	3	
6	Kitchen	2	
7	Production room	2	
8	Lift and Stair Lobby	1	
9	Smoking balcony	1	
10	Strong room	1	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

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Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

Floor 6

	Description	Number	Total floor size: 1104 m2
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

Floor 7

	Description	Number	Total floor size: 1104 m2
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

Bid No: NPA 16-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit 000001	
Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

Floor 8

	Description	Number	Total floor size: 1100 m2
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

Floor 9

	Description	Number	Total floor size: 1104 m2
1	Offices	37	
2	Meeting room	2	
3	Waiting area	1	
4	Passage	3	
5	Kitchen	2	
6	Production room	2	
7	Lift and Stair Lobby	1	
8	Smoking balcony	1	
9	Strong room	1	
10	Store room	2	
11	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

Floor 10

	Description	Number	Total floor size: 1008 m2
1	Offices	14	
	DPP Office Suite: DPP Office, Lounge and Meeting room	1	
	: Strong room	1	
	: Bathroom: Cubicle	1	
	: Basin	1	
	: PA Office and Waiting area	1	
	: Executive Boardroom	1	
2	Executive Lounge: Kitchen	1	
	: Lounge area	1	
	: Outdoor terrace	1	
3	Meeting room	2	
4	Boardroom (60-seater)	1	
5	Dining room (12-seater)	1	
6	Waiting area	1	
7	Passage	3	
8	Kitchen	1	
9	Production room	2	
10	Lift and Stair Lobby	1	
11	Smoking balcony	1	
12	Strong room	2	
13	Toilets X 1 set : Female: Cubicles	2	
	: Basins	1	
	: Male: Cubicles	1	
	: Urinal	1	
	: Basin	1	
	: Paraplegic: Female: Bowl	1	
	: Basin	1	
	: Male: Bowl	1	
	: Basin	1	

Floor 11 (for Facilities Company use)

	Description	Number	Total floor size: 204 m2
1	Meeting room	1	
2	Passage	1	
3	Kitchen	1	
4	Stairway and Lobby	1	
5	Store	2	
6	: Change room: Female : Toilet cubicle	4	
	: Basin	3	
	: Change/Locker area	1	
	: Shower	2	
	Change Room: Male : Toilet cubicle	1	
	: Basin	1	
	: Change/Locker area	1	
	: Shower	2	
	: Urinal	1	

Bid No: NPA 16-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

SECTION 7

MANAGEMENT FEE (%) PERCENTAGE

NAME OF BIDDER:
SIGNATURE :

The bidders are requested to tick where applicable.

No	Percentage	Applicable
1	Ten and above (Please specify) (10) %	
2	Nine (9) %	
3	Eight (8) %	
4	Seven (7) %	
5	Six (6) %	
6	Five and below (Please specify) (5) %	

- The management fee percentage must remain fixed for the period of the contract.
- Failure to indicate the management % fee means that the bidder will not be allowed to charge a management % fee on appointment.

Bid No: NPA 16-14/15	National Prosecuting Authority
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Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

SECTION 8

PRICING SCHEDULE

1. PRICING SCHEDULE- (FIXED PRICES)

NAME OF BIDDER:	BID NO.: NPA 16 – 14/15
CLOSING TIME 11:00	CLOSING DATE: 10 April 2015

BID DESCRIPTION: FACILITIES MANAGEMENT SERVICES FOR DPP GAUTENG LOCAL DIVISION, JOHANNESBURG

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

Innes Chambers building, 51 Pritchard Street, Johannesburg.				
DESCRIPTION OF SERVICE	UNIT PRICE	TOTAL PRICE PER ANNUM (VAT INCLUSIVE) – FIRST YEAR	TOTAL PRICE PER ANNUM (VAT INCLUSIVE) – SECOND YEAR	TOTAL PRICE PER ANNUM (VAT INCLUSIVE) – THIRD YEAR
1. CLEANING SERVICES: Total floor space – 19365 m² inclusive of 11 floors and 5 basement parking floors	N/A			
2. HYGIENE SERVICES				
3. WASTE MANAGEMENT SERVICES				
4. GARDEN AND PLANT SERVICES				
5. BUILDING MAINTENANCE AND REPAIR SERVICES				
6. CATERING AND CANTEEN SERVICES				
7. PEST CONTROL SERVICES				
8. CAR WASH SERVICE (Provide unit price per car wash service)	Per car			
9. FOOD AID SERVICE	N/A			

Bidder's Signature/ initial: _____

Bid No: NPA 16-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
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10.HELP DESK SERVICE	N/A			
11. PORTER SERVICES	N/A			
TOTAL PRICE		R	R	
TOTAL BID PRICE FOR PERIOD OF THIRTY (36) MONTHS			R	

2. SUMMARY OF COSTS:

OFFICE : DPP GAUTENG LOCAL DIVISION JOHANNESBURG	TOTAL PRICE FOR CONTRACT PERIOD OF THIRTY SIX (36) MONTHS: ALL APPLICABLE TAXES INCLUSIVE
TOTAL BID PRICE (to be transferred to SBD 1)	R

3. CONDITIONS APPLICABLE TO THE BIDDER'S PRICING

- 3.1 **NB. Bidders are required to complete the above tables (pricing schedules) failure to complete will result in disqualification.**
- 3.2 Only the total bid amount for a period of three (3) years indicated on the pricing schedule "**summary of cost**" should be transferred to SBD 1 and will be utilized in calculating the points for price.
- 3.3 **NB: If there are any discrepancies in the pricing proposal and the SBD 1, only the total bid price indicated on the SBD 1 will be considered.**
- 3.4 Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
- 3.5 Prices are to remain fixed and valid for the period of three (3) years. Non-fixed prices will not be considered

Declaration:

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

Signature of bidder:

Date:

Bid No: NPA 16-14/15	National Prosecuting Authority
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Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

SECTION 9

TAX CLEARANCE CERTIFICATE REQUIREMENTS

SBD2

It is a condition of bid (tender) that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African revenue Services (SARS) to meet the bidder's tax obligations.

In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from date of approval.

The **original** Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

For purposes of section 256 of the Tax Administration Act of 2011 (the TAAAct), the contractor / service provider authorizes the South African Revenue Service to disclose 'taxpayer information' as contemplated under the provisions of Chapter 6 of the TAAAct in relation to the compliance status of tax registration, tax debt and filing requirements of

Supplier Name: _____

Signature of Authorised Representative

Signatory Name in Print

Signatory capacity

Signatory ID Number

Signed at _____ on this _____ day of _____ 20____

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SECTION 10

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the **90/10** system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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

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

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- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;**
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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;

Bidder's Signature/ initial:

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- (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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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:

SIGNATURE(S) OF BIDDER(S)

1.
2.

DATE:.....

ADDRESS:.....

.....

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SECTION 11

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 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, shareholder², 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 / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"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.

²"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

Bidder's Signature/ initial: _____

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2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

.....

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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve 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 the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other 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.

.....

Bidder's Signature/ initial: _____

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.....

- 2.11 Do you or any of the directors / trustees / 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 Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

Bid No: NPA 16-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

SECTION 12

SBD 8

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.**

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Bid No: NPA 16-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
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SBD 8

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

Bid No: NPA 16-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

SECTION 13

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ 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).² 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. Cancels 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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;

Bidder's Signature/ initial: _____

Bid No: NPA 16-14/15	National Prosecuting Authority
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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 consortium³ will not be construed as collusive bidding.
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.

³ 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.

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

Bid No: NPA 16-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
Description: Appointment of a service provider for comprehensive facilities management: DPP GAUTENG LOCAL DIVISION, JOHANNESBURG	

SECTION 14

Confirmation

HAS A VALID ORIGINAL TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2) YES / NO
 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU YES / NO

Declaration

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

Signature of bidder: _____

Date: _____

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

Capacity under which this bid is signed _____

Domicilium

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

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

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

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