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| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years | |

000001



INVITATION TO BID

BID DETAILS

| | | |
|------------------------------------|---|--|
| BID NUMBER | : | NPA 02 -16/17 |
| ISSUE DATE | : | 15 July 2016 |
| COMPULSORY BRIEFING SESSION | : | Date: 26 July 2016 Time: 11h00 – 12h00 |
| CLOSING DATE | : | 16 August 2016 |
| CLOSING TIME | : | 11h00 |
| DESCRIPTION | : | Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo |
| CONTRACT DURATION | : | Three (3) years |

DETAILS OF BIDDER

COMPANY NAME : _____

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

ORIGINAL ☐ **COPY** ☐

SOFT COPY

☐

NB: AS PER NATIONAL TREASURY CIRCULAR BIDDERS ARE REQUIRED TO REGISTER THEIR COMPANIES ON THE CENTRAL SUPPLIER DATABASE (CSD) SINCE SUPPLIERS WHO ARE NOT REGISTERED MAY NOT BE AWARDED BIDS WITH EFFECT FROM 1 JULY 2016
[HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)

Bidder's Signature/ initial: _____

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DOCUMENTS CHECK LIST

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

| NO | DOCUMENTS | TICK |
|----|---|------|
| 1. | Central Supplier Database registration report | |
| 2. | Certified Broad Based Black Economic Empowerment (B-BBEE) / Certificate or Sworn Affidavit signed by the Commissioner of Oaths | |
| 3. | Bidder's profile | |
| 4. | Proposed methodology, proposal and operational/works schedule for Facilities Management as per paragraph 27.3. | |
| 5. | Certified copies of Identity Documents of Directors/Members/Shareholders | |
| 6. | At least two (2) or more reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as per section 3 paragraph 27.2. | |
| 7. | Documentary proof from third party e.g. municipal account, signed lease agreement etc. (must corroborate with address provided in section 13) | |
| 8. | One (1) original and Two (2) copies of the bid document | |
| 9. | Valid letter of good standing from the Department of Labour | |

Bidder's Signature/ initial:_____

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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 and Selections Process
- Section 6 : Terms of reference and Service Schedule (Annexure A)
- Section 7 : Management Fees
- Section 8 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 9 ; Declaration of Interest (SBD 4)
- Section 10 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 11 : Certificate of independent bid determination (SBD 9)
- Section 12 : The National Industrial Participation Programme (SBD5)
- Section 13 : Confirmation Form
- Section 14 : Pricing schedules
- Section 15 : Bidder’s experience

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GLOSSARY

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|------------------|--|
| 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

SBD 1

INVITATION TO BID

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

| | | | | | |
|-------------|---|--------------|----------------|--------------|----------|
| BID NUMBER | NPA 02-16/17 | CLOSING DATE | 16 August 2016 | CLOSING TIME | 11:00 am |
| DESCRIPTION | Appointment of a service provider to provide comprehensive facilities management services at the DPP Limpopo for a period of three (3) years. | | | | |
| 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 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.....
☐

A REGISTERED AUDITOR
☐

 [TICK APPLICABLE BOX]

Bidder's Signature/ initial:

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(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: 012 843-7013
E-mail address: tenders@npa.gov.za

ANY FUNCTIONAL ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

Contact Person: Dovhani Mutavhatsindi
E-mail address: tenders@npa.gov.za

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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 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.

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- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

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| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> <p>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.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="margin-left: 40px;">(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</p> <p style="margin-left: 40px;">(b) a cashier's or certified cheque</p> <p>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</p> |

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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.

9. Packing

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

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

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

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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 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.

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- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an 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

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increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

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

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| 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; |
| | | <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| 29. Governing language | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice |
| | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |
| 33. National Industrial Participation Program (NIPP) | a. | 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 |

Bidder's Signature/ initial: _____

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penalties as contemplated in the Competition Act No.89 of 1998.

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

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SECTION 3

SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA shall not be obliged to accept the lowest or any bid, quotation, offer or proposal.
4. The NPA reserves the right;
 - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - To award a bid to one or more service providers.
 - To award the bid as a whole or in part.
 - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - To 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.
5. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
6. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
7. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
8. Bidders must submit Central Supplier Database (CSD) registration report with the bid document.
9. As per National Treasury circular bidders are required to register their companies on the central supplier database (CSD) since suppliers who are not registered may not be awarded bids with effect from 1 July 2016. Bidders are encouraged to register on the Central Supplier Database prior to submitting bids.
10. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof/ Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a B-BBEE Status Level Verification Certificate must be submitted.

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11. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.
12. Preferential consideration will be given to bidders that are legal entities. In the case of Regional Sub-contracting or joint venture agreement, the NPA will enter into a single contract with a principal service provider.
13. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
 - The NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –
 - engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder or company / business in respect of the subject matter of this bid;
 - seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives;
 - accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - has in the past engaged in any matter referred to above.
14. **INDEMNITY**

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

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.
16. **TAX COMPLIANCE**

No award shall be made to a Bidder whose tax affairs are not in order. The NPA reserves the right to withdraw an award made to a service provider in the event that it is established that such service provider –

 - Does not remain tax compliant for the full term of the contract.
17. **GOVERNING LAW**

South African law governs this bid and the bid response process. The Bidder agree to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.
18. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work is outsourced with regard to the B-BBEE status level contribution must be clearly indicated.

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19. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
20. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
21. The successful service provider will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavorable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to cancel this contract immediately, in writing.
22. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
23. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.
24. The service provider must supply and/or deliver the items or service as specified on the official signed NPA purchase order within the agreed time by both parties after receipt of such purchase order.
25. **THE SERVICE PROVIDER IS REQUIRED TO:**
 - 25.1 Render facilities management services on a day to day basis, as per the service schedules attached.
 - 25.2 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:
 - 25.3 Specifically, a valid letter of good standing from the Department of Labour must be submitted as part of the Bid Proposal documents. **NB Letter must be submitted to SCM- Contract Management Unit on a yearly basis during the duration of the contract.**
 - 25.4 Manage any labour disputes among his/her staff which might impact the day to day NPA operations and service delivery.
 - 25.5 Ensure that all staff employed in respect of this contract is in good health and pose no risk to any NPA employees.
 - 25.6 Comply with NPA security and emergency policies, procedures and regulations.
 - 25.7 Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning and / or maintenance activities.
 - 25.8 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.
 - 25.9 Not use or store any poisonous or highly flammable substances without the written consent of the NPA.
 - 25.10 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.
 - 25.11 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);

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- 25.12 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.
- 25.13 Maintain cleaning equipment and materials in good order so as to comply with NPA Occupational Health and Safety Standards;
- 25.14 Re-fill, empty and clean machines and equipment only at designated places as indicated.
- 25.15 Supply and install new hygiene equipment and perform maintenance of automatic air refreshers.
- 25.16 When the contract ends the service provider must remove their equipment and restore the building to its original condition.
- 25.17 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract.
- 25.18 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;
- 25.19 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.
- 25.20 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.

26. GENERAL

- 26.1 NPA shall provide adequate and furnished accommodation to serve as a rest room for the service provider staff.
- 26.2 NPA will be responsible for providing the necessary telephone line and network access to the service provider.
- 26.3 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.

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

- 27.1 **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 organization of the proposing entity, including all members of the consortia and/sub-contracts,
 - if applicable description of the role of the lead partner and participating companies of the consortium
- 27.2 **Track Record and Experience in Facilities Management** - The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in facilities management. 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 clients where services required by this contract were offered, listing the services received, indicating client's satisfaction with bidder's delivery of the services, and the period of the contract i.e. Start and end date of contract as well as

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completing section 15. (Note that the focus to these letters should address the relevant work experience of the bidder, not the proposed approach to the requirement).

- A current and valid letter of good standing from the Department of Labour.

- 27.3 **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.
- 27.4 **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.
- 27.5 **Documentary proof from a third party** e.g. municipal account, telephone account or a signed lease agreement, etc. must be submitted to corroborate the physical address of the business as indicated on **section 16** of the bid document. The documentary proof submitted must relate to the address provided in section 16.

28. **LEGISLATIVE COMPLIANCE:**

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

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

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SECTION 4

BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

1.1 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 | : | 012 843-2478 |

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 COMPULSORY BRIEFING SESSION

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

| Venue and address | Date | Time |
|---|--------------|-------------|
| (High Court Building) - DPP Limpopo, 36 Biccard Street, Polokwane, Block B, Floor 6 | 26 July 2016 | 11h00-12h00 |

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

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

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

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4. SUBMITTING BIDS

- 4.1 One (1) original and two (2) copies of the bid proposals 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 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:

| | | |
|--|---|---|
| <input type="checkbox"/> Attention | : | The Tender Box: Supply Chain Management |
| <input type="checkbox"/> Bid number | : | NPA 02-16/17 |
| <input type="checkbox"/> Closing date and time | : | 16 August 2016 at 11:00 am |

- 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.

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 bid.
- 6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

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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 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:
 - 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 not according to 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 27.3.
- 9.5 Bidders failed to submit/provide a valid and current letter of good standing from Department of Labour.

10. CANCELLATION OF BID PROCESS

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

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| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
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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 of the following evaluation phases:

Phase 1: Screening process (Completeness of documentation)

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

Phase 2: Functionality evaluation

Only bidders that qualified during the screening process will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional terms of reference). Bidders who score a minimum qualifying score of 60 percent or more 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

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

FUNCTIONAL EVALUATION

Functionality of the proposals 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 | | | | | | | | | |
| Bidders must provide a comprehensive proposal to demonstrate capability to render the services required <u>as per the requirements in paragraph 27.3 of the special conditions of contract,</u> including human resources and equipment to be utilized. | 40 | | | | | | | | |
| 2. Track Record and Experience in Facilities Management | | | | | | | | | |
| <p>Bidders must demonstrate experience in facilities management by providing documentary proof in the form of at least two (2) reference letters or more (on letter head of referee and signed with relevant authority) confirming the period of the contract where facilities management services were conducted indicating the start date and end date of each contract.</p> <table> <tr> <td>Less than One (1) Year</td><td>= 0 Points</td></tr> <tr> <td>More than (1) to Four (4) Years</td><td>= 3 Point</td></tr> <tr> <td>More than Four (4) to Seven (7) Years</td><td>= 4 Point</td></tr> <tr> <td>More than Seven (7) years and above</td><td>= 5 Point</td></tr> </table> <p>Non submission of signed reference letters will score zero (0) points.</p> <p>Points will be allocated for the number of years of experience for bidders who have experience of the deliverables required as listed in section 6, paragraph 4 of 4.1</p> | Less than One (1) Year | = 0 Points | More than (1) to Four (4) Years | = 3 Point | More than Four (4) to Seven (7) Years | = 4 Point | More than Seven (7) years and above | = 5 Point | 30 |
| Less than One (1) Year | = 0 Points | | | | | | | | |
| More than (1) to Four (4) Years | = 3 Point | | | | | | | | |
| More than Four (4) to Seven (7) Years | = 4 Point | | | | | | | | |
| More than Seven (7) years and above | = 5 Point | | | | | | | | |
| 3. Help Desk/management reports | | | | | | | | | |
| <p>Bidders must indicate the capabilities of the help desk system that will be operated and:</p> <ol style="list-style-type: none"> Provide the helpdesk methodology and the examples of reports i.e. management, daily and monthly reports on services rendered that will be generated by the help desk software/system. | 20 | | | | | | | | |

Bidder's Signature/ initial: _____

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| FUNCTIONALITY CRITERIA – PHASE 2 | WEIGHT |
|---|------------|
| 4. Locality | |
| <p>Bidders must provide documentary proof from the third (3rd) party to indicate that the company has an operating office/business premises (e.g. Municipal account, telephone account not older than three (3) months, signed lease agreement, telephone account) <u>as per paragraph 27.5 of the special conditions of contract.</u></p> <p>1. Office/business within Polokwane = 5 points 2. Office/ business within Limpopo = 3 points 3. Office/ business outside Limpopo = 1 points 4. Non-submission = 0 points</p> | 10 |
| Functional Total | 100 |
| Threshold | 60% |

The percentage for functionality will be calculated as follows

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

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 SERVICE PROVIDER TO PROVIDE COMPREHENSIVE FACILITIES MANAGEMENT SERVICES AT DPP LIMPOPO FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE OF THE BID

1.1 The purpose of this bid is to appoint a service provider to provide comprehensive facilities management services at DPP Limpopo - 36 Biccard Street, Block B, floor 5 and 6, Polokwane, 0700.

2. SCOPE OF WORK

2.1 The service provider will be required to provide comprehensive facility management services. This is an all-inclusive comprehensive facilities management services that include the provision of a cleaning services, hygiene services, car wash, office plants, pest control, waste management, food aid services, helpdesk services and maintenance and repairs.

2.2 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 three (3) years.

4. DELIVERABLES

4.1 Bidders are expected to submit proposals that cover, but are not limited to the following:

- 4.1.1 Cleaning and hygiene services **(Cleaning schedule attached as Annexure A)**
- 4.1.2 Waste management
- 4.1.3 Food aid services
- 4.1.4 Maintenance and repairs (Additional services)
- 4.1.5 Pest Control
- 4.1.6 Car wash
- 4.1.7 Help desk
- 4.1.8 Office plants

5. EQUIPMENT, MATERIAL AND CONSUMABLES

5.1 The service provider must supply and install:

- 5.1.1 All necessary equipment and materials for the successful execution of the above services are to be provided for by the service provider.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 Provide quality toilet paper and hand towels (SABS approved) consumables and equipment as per the schedule and/or as and when required, and ensure stock availability at all times. The cost of consumables shall be for the account of the service provider.
- 5.1.5 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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6. OFFICE PLANT MAINTENANCE

- 6.1 Maintain and supply all internal office plants in consultation with the project manager.
- 6.2 To maintain includes but not limited to watering, pruning and replacing dead plants.
- 6.3 Number of new plants to be supplied is **twenty two (22)**

7. CAR WASH

- 7.1 Wash the exterior and interior of twelve (12) pool cars, including windows, tyres and mud caps.
- 7.2 Polish dashboards and non-upholstered interior surfaces.
- 7.3 Vacuum the interior - floors and seats including the luggage compartment.
- 7.4 Maintain a register of vehicles washed. **Twelve (12) cars. A register of cars washed should be kept and invoicing must be in respect of the actual number of cars washed. NB. Cars must not be washed on site/s because there is no designated area in the buildings for car washing.**

8. PEST CONTROL

- 8.1 Provide preventative and reactive pest control – fumigation until infestation is eradicated.
- 8.2 Inspect and monitoring of pest infestation

9. HELP DESK SERVICES

- 9.1 Provide a fully functional operation helpdesk system
- 9.2 Provide management with daily and monthly reports generated by the help desk software/system on services rendered.

10. ADDITIONAL WORK/AD-HOC SERVICES

- 10.1 Moving of assets, offloading of stationery including other items to the store and dispatch of stock.
- 10.2 Handyman i.e. repairing of broken chairs and porter services.

11. UNIFORM/ CLOTHING

- 11.1 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.
- 11.2 The necessary personal protective clothing and equipment such as headgear, shoes, gloves etc. must be provided by the service provider at own cost.
- 11.3 The NPA reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.

12. DAMAGE COMPENSATION

- 12.1 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.

13. DAMAGES TO PROPERTY OCCUPIED BY THE NPA

- 13.1 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.

14. STORAGE OF EQUIPMENT

- 14.1 NPA shall provide storage for the service provider's equipment, consumables, and effects; however, the storage shall be at the service provider's risk.

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- 14.2 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.

15. ACCESS TO THE BUILDING

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

16. ROUTINE ACTIVITIES IN THE OFFICES

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

17. OCCUPATIONAL HEALTH AND SAFETY

- 17.1 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:
- 17.1.1 Following safety procedures with regard to equipment, stepladders and machinery.
- 17.1.2 Procedure with regard to reporting injury on duties.
- 17.1.3 Procedure with regard to identifying safety risks and resolving safety risks in the workplace as required by law.
- 17.1.4 Measures set in place to ensure safety in the workplace and meet all Occupational Health and Safety requirements as required by law.
- 17.1.5 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

18. COMPLIANCE WITH LABOUR RELATIONS

- 18.1 The service provider must strictly adhere to all acts and regulations relating to human resources.
- 18.2 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.
- 18.3 Labour disputes are the sole responsibility of the service provider.

19. SYSTEM FOR SERVICE DELIVERY

- 19.1 The following reports must be put in place by the Service Provider:
- 19.1.1 Daily/Weekly/Monthly/Quarterly schedule of duties of staff for all services to be rendered.
- 19.1.2 Schedule for notification of building occupants for routine cleaning and fumigation, adhering to a 14 day notice period.
- 19.1.3 Help Desk operation.
- 19.1.4 Daily monitoring of consumable supply levels

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SERVICE SCHEDULE: DPP LIMPOPO

Physical Address - 36 BICCARD STREET, BLOCK B FLOOR 5 & 6 LIMPOPO HIGH COURT

Total Area (all offices and toilets) in m² -3546.40

| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|--|-------|--------|---------|--|
| ENTRANCE HALL | | | | |
| Sweep tiled floor | X | | | |
| Wash tiled floor | X | | | |
| Scrub tiled floor | | | X | |
| Wipe down walls | | | | This must be done daily if this is a high traffic area |
| Dust light fittings | | X | | |
| Wipe light switches | | X | | |
| Dust picture/mirror frames | | X | | |
| Dust curtains / & blinds | | X | | |
| Wipe/Dust & clean reception furniture | X | | | |
| Wipe/Dust/Clean Security/Reception desk | X | | | |
| Empty & clean waste paper bins | X | | | |
| Clean artificial plants and plant containers | | X | | |
| Vacuum carpets, if relevant | | | | |
| Deep clean carpets | | | | At the end of every third month |
| STAIRCASE | | | | |
| Sweep tiled floor | X | | X | |
| Wash tiled floor | X | | X | |
| Scrub tiled floor | | X | | |

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|---|-------|--------|---------|---|
| Wipe down walls | | X | | |
| Dust light fittings | | X | | |
| Wipe light switches | | X | | |
| Dust picture/mirror frames | | X | | |
| Dust & wipe balustrades | X | | | |
| Polish brass balustrades | | X | | |
| Dust & wipe wooden handrails | X | | | |
| Polish wooden handrails | | X | | |
| Vacuum carpets, if relevant | | X | | |
| Deep clean carpets | | | X | |
| LOBBIES | | | | |
| Clean buttons inside/outside of lifts | X | | | |
| Clean directory boards | | X | | |
| Sweep tiled floor | X | | | |
| Wash tiled floor | X | | | |
| Scrub tiled floor | | | X | |
| Dust light fittings | | | X | |
| Wipe light switches | X | | | |
| Wipe down walls | | | | As and when required |
| OFFICES & CUBICLES | | | | |
| Vacuum carpets and material covered furniture | | X | | |
| Deep clean carpets | | | | Bi-annually |

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|---|-------|--------|---------|---|
| Dust & polish desks | X | | | |
| Clean and disinfect telephone instruments | | X | | |
| Wipe down computers | X | | | |
| Wipe down office automation | X | | | |
| Dust all high ledges and fittings | | | X | |
| Dust & vacuum walls in cubicles | | X | | |
| Dust all vertical surfaces (walls, cabinets etc. to a height of 2 meters) | | X | | |
| Dust all windows and ledges / sills (low and high) | | | X | |
| Empty waste bins | X | | | Twice daily |
| Wash and disinfect waste bins | X | | | |
| Dust curtains, blinds | | | X | |
| Vacuum Curtains/blinds | | | | Quarterly |
| Clean artificial plants and plant containers | | | | |
| Dust and vacuum chairs | | X | | |
| Wipe clean/polish door handles | | X | | |
| Dust & clean picture frames | | X | | |
| Dust light fittings | | X | | |
| Wipe light switches | | X | | |
| OPEN PLAN OFFICE AREAS | | | | |
| Sweep tiled floor | X | | | |

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|---|-------|--------|---------|---|
| Wash tiled floor | | X | | |
| Scrub tiled floor | | X | | |
| Wipe down walls | | | | As and when required |
| Dust light fittings | | X | | |
| Dust picture/mirror frames | | X | | |
| Clean security glass | X | | | |
| Clean security entrance cubicle glass & doors | X | | | |
| Polish security entrance door handles | | X | | |
| Vacuum security cubicle entrance | | X | | |
| Vacuum carpets | | X | | |
| Deep clean carpets | | | | Bi-annually |
| Damp clean counter tops | | X | | |
| Dust & polish desks | X | | | |
| Clean telephone instruments | | X | | |
| Wipe down computers | X | | | |
| Wipe down office automation | X | | | |
| Dust & vacuum walls in cubicles | | | X | |
| Empty & clean waste bins | X | | | Twice daily |
| Dust curtains, blinds | | X | | |
| Vacuum Curtains/blinds | | | X | |
| Clean artificial plants and plant containers | | | | |
| Dust and vacuum chairs | | X | | |

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|--|-------|--------|---------|---|
| Clean directory boards | | X | | |
| Dust light fittings | | X | | |
| Wipe light switches | | X | | |
| REST ROOMS PER FLOOR | | | | |
| Deep cleaning of Toilets | X | | | |
| Clean & disinfect toilet bowls (inner & outer) | X | | | |
| Clean & disinfect toilet urinals (inner & outer) | X | | | |
| 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 | | | |
| Ensure hand drying paper dispensers are full | X | | | |
| Ensure toilet roll dispensers are full | X | | | |
| Ensure hand soap dispensers are full | X | | | |
| Wipe light switches | | X | | |

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|--|-------|--------|---------|---|
| Wipe and clean hand drying header stations | X | | | |
| Empty & clean waste bins | | | | As and when required |
| Ensure that ladies sanitary bins are emptied, cleaned and disinfected | | X | | |
| Empty and clean all waste receptacles | X | | | |
| Clean all metal fittings | | X | | |
| Treat against staining, fungal and bacterial growth | | | | As and when necessary |
| Replenish toilet paper, paper hand towels and / liquid hand soap to dispensers | X | | | |
| Dust picture frames | | X | | |
| FIRE ESCAPES | | | | |
| Sweep Fire escape stairs | | X | | |
| Wash fire escape stairs | | | X | |
| Ensure no rubbish accrues in the fire escape stairways | | X | | |
| KITCHEN | | | | |
| Sweep & wash floor | X | | | |
| Clean & wipe down walls, doors and cupboard doors | | X | | |
| Clean and disinfect counter tops | X | | | |
| Empty Waste bins | X | | | Twice daily |
| Wash & clean kitchen zinc | X | | | |

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|--|-------|--------|---------|---|
| Disinfect kitchen zinc | X | | | |
| WINDOWS | | | | |
| Clean windows on the inside in high rise buildings | | | | Quarterly |
| Clean main entrance foyer glass windows internally and externally | | X | | |
| Inter-office windows e.g. conference rooms, etc. | | X | | |
| CARPETS CORRIDORS | | | | |
| Vacuum carpets | | X | | |
| Deep clean | | | X | |
| Remove Stains | X | | | |
| OFFICE PLANTS MAINTENANCE | | | | |
| Maintain all plants by watering and pruning. Replacement of dead plant. | | | | As and when required. |
| Number of new plants to be supplied and maintained is twenty two (22) . | | | | As and when required. |
| Maintain and supply all internal office plants in consultation with the project manager. | | | | As and when required. |
| PEST CONTROL | | | | |
| Preventative pest control – fumigation | | | X | After six (6) weeks. |
| Reactive pest control until infestation is eradicated | | | X | As and when necessary. |
| Inspection and monitoring of pest infestation | | | X | As and when necessary. |
| Pest control within premises | | | X | As and when necessary |

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|--|-------|--------|---------|---|
| A pest control schedule for each quarter must be provided within the first month of the agreement | | | X | Quarterly |
| CAR WASH | | | | |
| Wash the exterior and interior of the pool vehicles including windows, tyres and mud caps. | | X | | Only official vehicles once per week |
| Polish dashboards and non-upholstered interior surface. | | X | | |
| Vacuum the interior floors and seats including the baggage compartment. | | X | | |
| Valet services | | | | When necessary |
| Maintain a register of vehicles washed. | X | | | |
| Estimated Number of cars: Twelve (12) cars. A register of cars washed should be kept and invoicing must be in respect of the actual number of cars washed. <u>NB. Cars must not be washed on site because there is no designated area in the building for car washing.</u> | | | | |
| WASTE MANAGEMENT | | | | |
| Remove waste/garbage from offices | X | | | |
| Safe and legal disposal of waste area and no unsightly accumulation of waste on site. | X | | | |
| ADDITIONAL SERVICES | | | | |
| Repairing of broken chairs and furniture | | | | As required within 24 hrs notification |
| Porter services | | | | As required within 24 hrs notification |
| FOOD AID SERVICES REQUIRED | | | | |
| Prepare and clear all board room, meeting rooms before and after meeting. | | | | As required, with 24 hours notification |
| Provide drinking water (tap water) during meetings. | | | | As required, with 24 hours notification |

Bidder's Signature/ initial: _____

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| AREA / FACILITY | DAILY | WEEKLY | MONTHLY | Exceptions to monthly, weekly &/ daily cleaning |
|--|-------|--------|---------|---|
| Prepare and clear all utensils for meeting. | | | | Twice daily |
| Prepare refreshment's for visitors and management. | | | | As required, with 24 hours notification |
| Please note that the service provider is not required to provide the utensils or crockery for Food Aid Services. NPA shall be responsible for crockery or utensils. | | | | |
| HELP DESK SERVICES | | | | |
| Provide a help desk services: <ul style="list-style-type: none"> Reporting building faults Reporting any related cleaning problems Reporting compliance | X | | | |
| Reports as required must be provided to the project manager | X | | | As indicated in the table. |
| <ul style="list-style-type: none"> The service provider must provide fully functional operational help desk. Provide a system that can generate reports | X | | | |

REPORTS

| NO: | TYPE | REGULARITY |
|-----|---|-----------------------|
| 1 | Pest Control survey record and inspection findings | After every six weeks |
| 2 | Pest Control activities/treatments | After every six weeks |
| 3 | Cleaning-delivery, challenges, recommendations | Monthly |
| 4 | Waste management-delivery, challenges, recommendations | Fortnightly |
| 5 | Helpdesk service usage-response, turnaround and resolution status | Weekly |
| 6 | Additional work-services rendered | Monthly |
| 7 | Management fee-all additional service/work which attract management fee must be reported. | Monthly |

ADDITIONAL OFFICE BUILDING INFORMATION

| | | |
|----------------------------|------------------------------|---|
| Fifth floor: Toilet | A) Females : Cubicles | 8 |
| | : Basins | 6 |
| | B) Males : Cubicles | 3 |
| | : Urinals | 4 |
| | : Basins | 5 |
| Sixth floor: Toilet | A) Females: Cubicles | 7 |
| | : Basins | 5 |
| | B) Males : Cubicles | 3 |
| | : Basins | 5 |
| | : Urinals | 4 |

| | |
|--|---------------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management | 000001 |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

SECTION 7

MANAGEMENT FEE (%) PERCENTAGE

| |
|-----------------|
| NAME OF BIDDER: |
| SIGNATURE : |

The bidders are requested to tick where applicable.

| No | Percentage | Applicable |
|----|---------------|------------|
| 1 | Twelve (12) % | |
| 2 | Ten (10) % | |
| 3 | Eight (8) % | |
| 4 | Seven (7) % | |
| 5 | Four (4) % | |

- 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.

| | |
|--|--------------------------------|
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SECTION 8

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/not exceed R1 000 000 (all applicable taxes included) and therefore the.....**90/10**..... preference point 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.

1.4 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 |

1.5 Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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.

| | |
|--|--------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
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2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“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;
- (d) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“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;
- (g) **“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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;
- (k) **“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;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“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;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the

| | |
|--|--------------------------------|
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execution of part of a project in terms of the contract;

- (q) **“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;
- (r) **“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
- (s) **“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 |

| | |
|--|--------------------------------|
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| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

| | | |
|---------------------------|---|----|
| 3 | 8 | 16 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE 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 1.4 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 a sworn affidavit.

| | |
|--|--------------------------------|
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8. SUB-CONTRACTING

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

(***Tick applicable box***)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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.

(***Tick applicable box***)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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]

| | |
|--|--------------------------------|
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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;
- 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 forward the matter for criminal prosecution
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS

| | |
|--|--------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
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SECTION 9

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

| | |
|--|--------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

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

| | |
|--|--------------------------------|
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2.10.1 If so, furnish particulars.

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

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 Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

SECTION 10

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 Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

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 Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit | 000001 |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

SECTION 11

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;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

Bidder's Signature/ initial: _____

| | |
|--|--------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

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 Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit | 000001 |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

SECTION 12

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

| | |
|--|--------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr.Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394-2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

5.9 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

| | |
|----------------|-----------------|
| Bid Number | Closing date: |
| Name of Bidder | |
| Postal Address | |
| Signature | Name (in print) |
| Date | |

| | |
|--|---------------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

SECTION 13

Confirmation

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

Declaration

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

Signature of bidder:

Date:

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

Capacity under which this bid is signed

Domicilium

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

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

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

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

| | |
|--|---------------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

SECTION 14

1. PRICING SCHEDULE FOR DPP LIMPOPO - (FIXED PRICES)

| | |
|---------------------------|-------------------------------------|
| Name of bidder: | Bid Number: NPA 02-16/17 |
| Closing time 11:00 | Closing date: 16 August 2016 |

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

| DESCRIPTION OF SERVICE | UNIT PRICE | PRICE PER MONTH-FIRST YEAR (VAT INCLUSIVE) | PRICE PER ANNUM-FIRST YEAR (VAT INCLUSIVE) | PRICE PER MONTH-SECOND YEAR (VAT INCLUSIVE) | PRICE PER ANNUM-SECOND YEAR (VAT INCLUSIVE) | PRICE PER MONTH-THIRD YEAR (VAT INCLUSIVE) | PRICE PER ANNUM-THIRD YEAR (VAT INCLUSIVE) | TOTAL BID PRICE FOR THREE (3) YEARS (VAT INCLUSIVE) |
|--|------------|--|--|---|---|--|--|---|
| 1. CLEANING SERVICES Total floor space –3546.40 m ² inclusive of two (2) floors. | N/A | | | | | | | |
| 2. HYGIENE SERVICES | | | | | | | | |
| 3. OFFICE PLANT MAINTENANCE (22) | | | | | | | | |
| 4. PEST CONTROL SERVICE | | | | | | | | |
| 5. FOOD AID SERVICE | | | | | | | | |
| 6. CAR WASH (12) (Provide unit price per car wash) | Per Car | | | | | | | |
| 7. HELP DESK SERVICE | | | | | | | | |
| TOTAL PRICE | | R | R | R | R | R | R | R |

| | |
|--|---------------------------------------|
| Bid Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit 000001 | |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

| | |
|---|--|
| OFFICE : DDPP LIMPOPO | TOTAL PRICE FOR CONTRACT PERIOD OF THIRTY SIX (36) MONTHS: ALL APPLICABLE TAXES INCLUSIVE |
| TOTAL BID PRICE (to be transferred to SBD 1) | R |

2. CONDITIONS APPLICABLE TO THE BIDDER'S PRICING

2.1 NB. Bidders are required to complete the above tables (pricing schedules) failure to complete will result in disqualification

2.2 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. **NB: If there are any discrepancies in the pricing schedules, summary of costs schedule and the SBD 1, only the total bid price indicated on the SBD 1 will be considered.**

2.3 Rates must be quoted in South African Rands and must be inclusive of all applicable taxes. 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 Number: NPA 02-16/17 | National Prosecuting Authority |
| Prepared By: Supply Chain Management | 000001 |
| Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DPP Limpopo for a period of three (3) years. | |

SECTION 15

Bidder's Experience (At least two (2) signed references letters or more)

| | |
|-----------------|--------------------------|
| NAME OF BIDDER: | BID NUMBER: NPA 02-16/17 |
|-----------------|--------------------------|

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in paragraph 27.2, section 3 of bid conditions of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]

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

| Clients' Name, contact person and contact details | Project description | Project Cost | Project period (Start and End Dates) | Description of service performed and extent of Bidder's responsibilities |
|---|---------------------|--------------|--------------------------------------|--|
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