

Bid No: **NPA 09 – 15/16**

National Prosecuting Authority

Prepared By: Supply Chain Management Unit

Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre

000001



NATIONAL PROSECUTING AUTHORITY
South Africa

INVITATION TO BID

BID DETAILS

BID NUMBER : NPA 09 -15/16
ISSUE DATE : 21 August 2015
COMPULSORY BRIEFING SESSION : Date: 31 August 2015
CLOSING DATE : 21 September 2015
CLOSING TIME : 11h00 am
DESCRIPTION : **Appointment of service provider to provide comprehensive facilities management services for DPP Kimberley and Thuthuzela Centre**
CONTRACT DURATION : Two(2) Years

DETAILS OF BIDDER

COMPANY NAME : _____

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

ORIGINAL

COPY

SOFT COPY

Bid No: **NPA 09-15/16**

National Prosecuting Authority

Prepared By: Supply Chain Management Unit

Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre

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 : _____

CONTENT PAGE

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

- Structure of Proposals
- Glossary
- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation Process
- Section 6 : Terms of reference and Service Schedule (Annexure A)
- Section 7 : Management fee
- Section 8 Pricing schedule
- Section 9 ; Original Tax Clearance Certificate Requirements (SBD 2)
- Section 10 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 11 : Declaration of Interest (SBD 4)
- Section 12 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 13 : Certificate of independent bid determination (SBD 9)
- Section 14 : The National Industrial Participation Programme (SBD5)
- Section 15 : Confirmation Form
- Section 16 Bidder's Experience

STRUCTURE OF PROPOSALS

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

Annexure A :

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

Annexure B:

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

Annexure C:

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

Annexure D

4. Section 7: Management percentage fee

Annexure E

5. Section 8: Pricing schedule

Annexure F

6. Standard bidding documents
 - 6.1 Section 10: Preferential Points claim - B-BBEE Status Level of Contribution (SBD 6.1)
 - 6.2 Section 11: Declaration of Interest (SBD 4)
 - 6.3 Section 12: Declaration of Bidders past SCM Practices (SBD 8)
 - 6.4 Section 13: Certificate of independent bid determination (SBD 9)
 - 6.5 Section 14: The National Industrial Participation Programme (SBD 5)
 - 6.6 Section 15: Confirmation Form

Annexure G

7. Section 16: Bidder's experience

GLOSSARY

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

Bid No: NPA 09-15/16	National Prosecuting Authority
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SECTION 1

SBD1

INVITATION TO BID

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

BID NUMBER	NPA 09-15/16	CLOSING DATE	21 September 2015	CLOSING TIME	11:00am
DESCRIPTION	Appointment of a service provider to provide comprehensive facilities management services: DPP Kimberley and Thuthuzela Care Centre for a period of two (2) 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 a an electronic copy, and failure to do so may result in disqualification.

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND THE SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

Bidder's Signature/ initial: _____

Bid No: NPA 09-15/16	National Prosecuting Authority
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A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR.....

A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: R

(in words).....

ANY BID ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

Contact Person: Vinoliah Mphahlele

E-mail address: Tenders@npa.gov.za

ANY FUNCTIONAL ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

Contact Person: Nicholas Mogongwa

E-mail address: Tenders@npa.gov.za

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's

failure to complete his obligations under the contract.

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions

thereof, or to act in terms of Clause 23 of GCC.

- | | | |
|-----------------------------------|------|--|
| 9. Packing | 9.1 | The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. |
| | 9.2 | The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser. |
| 10. Delivery and documents | 10.1 | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. |
| | 10.2 | Documents to be submitted by the supplier are specified in SCC. |
| 11. Insurance | 11.1 | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |
| 12. Transportation | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| 13. Incidental services | 13.1 | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> (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.
- 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.

21. Delays in the supplier’s performance

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

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

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

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which 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 increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency** 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes** 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or

difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Program (NIPP)

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

34. Prohibition of Restrictive practices

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

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

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

SECTION 3**SPECIAL CONDITIONS OF THE BID**

1. Bids submitted must be in line with the detailed terms of reference. Failure to bid accordingly will result in the disqualification of the bid.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. NPA reserves the right;
 - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - To award a bid to one or more service providers.
 - To award the bid as a whole or in part.
 - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - To amend any bid condition, validity period, or extend the closing date of bids.
 - To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
4. NPA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two (2) days after the request has been made, otherwise the proposal may be disqualified.
5. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting, NPA will enter into a single contract with a principal bidder.
6. NPA will enter into a contract with the successful bidder, effective from the date of bid award and it will contain a service level agreement taking all aspects of the contract into account.
7. **The current lease contract for the DPP Kimberley building is expiring on the 30 April 2016. The NPA requested the Department of Public Works to test the market to source suitable office space for the DPP office. In the event that suitable office space is sourced and it may not be the same building the NPA have the right to cancel the section of the contract relating to the DPP office after 6 months from date of awarding the tender. The NPA will give notice of such cancellation. The NPA may request the facility company to render the services at other premises due to relocation of the office with similar size and staff.**
8. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

9. The bidder will be subject to a security screening investigation by NPA at any stage before or during the duration of the contract. If the results thereof are negative and/or unfavorable and/or have a material or adverse effect to the carrying out of the contract, NPA shall be entitled to refuse to enter into a contract or cancel the contract.
10. NPA shall not be obliged to accept the lowest or any quotation, offer or proposal from any bidder.
11. NPA will not be liable for any expenses incurred by the bidders during the bidding process.
12. A valid and original tax clearance certificate must be submitted with the bid, failure will disqualify the bid
13. Certified copies of CIPC company registration documents must be submitted with the bid.
14. **The service provider is required to:**
 - 14.1 Render facilities management services on a day to day basis, as per the service schedules attached.
 - 14.2 **Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. Bidders who comply with SAFMA or BEECA membership will have an added advantage. Proof of such affiliation must be submitted as part of the Bid**
 - 14.2.1 Specifically, a valid letter of good standing from the Department of Labour must be submitted as part of the Bid Proposal documents. **N.B the letter must be submitted on a yearly basis during the duration of the contract, failure to do so will result in penalties**
 - 14.3 Manage any labour disputes among his/her staff which might impact the day to day NPA operations and service delivery.
 - 14.4 Ensure that all staff employed in respect of this contract is in good health and pose no risk to any NPA employees.
 - 14.5 Comply with NPA security and emergency policies, procedures and regulations.
 - 14.6 Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning and / or maintenance activities.
 - 14.7 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.
 - 14.8 Not use or store any poisonous or highly flammable substances without the written consent of the NPA.
 - 14.9 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);

- 14.10 Re-fill, empty and clean machines and equipment only at designated places as indicated
- 14.11 Supply and install new hygiene equipment and perform maintenance of automatic air refreshers.
- 14.12 When the contract ends the service provider must remove their equipment and restore the building to its original condition.
- 14.13 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract.
- 14.14 Provide all staff working under this contract with personnel protective clothing (uniforms) and name badges; as determined by the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993), when relevant during the carrying out of their duties. (on the first day of the second month of rendering the service or within 30 days of appointment), 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;
- 14.15 Ensure that NPA is informed of any removal and replacement of staff. For security reasons, NPA reserves the right to vet all persons working under the contract.
- 14.16 The pool of temporary replacement/relief staff to be employed by the service provider must be security screened by the NPA before they are brought on site.
15. **GENERAL**
- 15.1 NPA shall provide adequate and furnished accommodation to serve as a rest room for the service provider staff.
- 15.2 NPA will be responsible for providing the necessary telephone line and network access to the service provider.
- 15.3 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.
- 15.4 The service provider shall be responsible for setting up an in-house operational helpdesk inclusive of software application systems, compatible with NPA systems, which will capture, process and generate reports for all helpdesk logged calls and their resolution/response.
16. NPA will not be liable for any expenses incurred by the bidders during the bidding process.
17. Any completion of the bid document in **pencil or erasable ink will not be acceptable** and will automatically disqualify the submitted bid.
18. Bidders are requested to endorse their signature on every page of the bid document.

19. 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

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

- 20.1 **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, a description of the role of the lead partner and participating companies of the consortium.
- 20.2 **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 at least two (2) or more 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 not older than five (5) years 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 **completing section 16**. (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.
- 20.3 **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.
- 20.4 **Management fee percentage** – (is the **fixed** 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.
21. **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

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business as indicated on section 15 of the bid document. The documentary proof submitted must relate to the address provided in section 15.

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 : Vinoliah Mphahlele
E-mail : tenders@npa.gov.za

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

3.4 BRIEFING SESSION AND SITE INSPECTION

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

Venue and address	Date	Time
DPP Kimberly, 22 Fabricia Road, Wilcon House ,Beaconsfield, Kimberly	31 August 2015	11h00 to 14h00

Attendance of this briefing session and site inspection is compulsory failure to attend will result in disqualification.

- 3.4.2 Bidders will get a copy of the bid document at the reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the NPA website (www.npa.gov.za).
- 3.4.3 If the bidder chooses to attend the Briefing Session and Site Inspection, the bidder must attend in person or send a representative.

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- 3.4.4 Bidders must complete and sign the attendance register at the Briefing Session.
- 3.4.5 Bidders will be allowed to conduct a site inspection of the building immediately after the briefing session is concluded. No other inspection day will be allowed.

4. SUBMITTING BIDS

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

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

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

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

5. MARKING ON BID ENVELOPE / PACK

- 5.1. Bids should be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:

- Attention : The Tender Box
- Bid number : Supply Chain Management
- Closing date and time : NPA 09 - 15/16
- The name and address of the bidder : at 11:00am

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

7. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS**From Pretoria City Centre**

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

N1 from North

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

N1 from South (coming from Johannesburg)

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

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

8. ACCESS TO INFORMATION

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

9. REASONS FOR REJECTION

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

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- 9.2.1 Have abused the SCM system of NPA;
- 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
- 9.2.3 Have failed to perform on any previous contract and the proof exists;
- 9.2.4 Such actions shall be communicated to the National Treasury.

SECTION 5

EVALUATION AND SELECTION PROCESS

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

Phase 1: Screening process

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

Phase 2: Functionality evaluation

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

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

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

FUNCTIONAL EVALUATION

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

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

FUNCTIONALITY CRITERIA – PHASE 2	WEIGHT
1. Proposed Methodology	
<ul style="list-style-type: none"> • Bidders must provide a comprehensive proposal to demonstrate capability to render the services required, including human resources and equipment to be utilized. 	40
2. Track Record and Experience in Facilities Management	
<ul style="list-style-type: none"> • Bidders must demonstrate experience in Facilities Management by providing documentary proof, in the form of at least two (2) reference letters or more (on letter head of referee and signed with relevant authority) from different clients, confirming the period of the contract where Facilities Management Services were conducted indicating the start date and end date of each contract. <p>Less than One (1) Year = 0 Points One (1) to Two (2) Years = 3 Point</p>	30

Bidder's Signature/ initial: _____

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FUNCTIONALITY CRITERIA – PHASE 2	WEIGHT
Three (3) to Four (4) Years = 4 Point Five (5) years = 5 Point Non submission of signed reference letters will score Zero (0) Points Points will be allocated for experience for bidders who have experience of the deliverables required as listed in Section 6, 5.1 in the terms of reference.	
3. Help Desk/management reports	
<ul style="list-style-type: none"> • Bidders must indicate the capabilities of the help desk system that will be operated, and: <ol style="list-style-type: none"> 1. Provide examples of reports that will be generated by the help desk software/system. 2. Provide examples of management reports on services rendered. 	20
4. Locality	
<ul style="list-style-type: none"> • Bidders must provide documentary proof to indicate that the company has an operating office/business premises (e.g. Municipal Account, signed lease agreement, telephone account): <ol style="list-style-type: none"> 1. Office/business within Northern Cape = 5 points 2. Office/ business elsewhere = 3 points 3. Non-submission = 0 points 	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

- i. 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.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. 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.
- iv. Bidders not meeting a minimum qualifying score of 60 percent on functionality will be disqualified.

SECTION 6

TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES TO DPP KIMBERLEY AND THUTHUZELA CENTRE FOR A PERIOD OF TWO (2) YEARS.

1. PURPOSE OF THE BID

1.1 The purpose of this bid is to appoint a service provider to provide facilities management services for DPP Kimberley (22 Fabricia Road Wilcon House Beaconsfield Kimberley) and Thuthuzela Centre (01 Tyson Road, Kimberley Day Hospital, Galeshewe), for a period of two (2) years.

2. BACKGROUND

The DPP Kimberley is currently located at 22 Fabricia Road Wilcon House Beaconsfield Kimberley and the current lease agreement in place expires on the 30 April 2016. The NPA may request the facility company to render the services at the newly secured premises due to relocation of the office with similar size and staff.

3. SCOPE OF WORK

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

3.2 This is an all-inclusive facilities management service that includes the provision of a cleaning, maintenance of equipment for intended use, food aid services, helpdesk operating systems and provision of consumables.

4. DURATION OF THE CONTRACT

4.1 The contract is for a period of two (2) years.

5. DELIVERABLES

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

- 5.1.1 Cleaning service and Hygiene service
- 5.1.2 Pest control service
- 5.1.3 Waste management service
- 5.1.4 Car wash service
- 5.1.5 Food Aid service (Catering Service when required)
- 5.1.6 Help desk to be situated in DPP Kimberley
- 5.1.7 Additional services
- 5.1.8 Office plants maintenance

6. HYGIENE EQUIPMENT AND MATERIALS

6.1 The service provider must supply and install:

- 6.1.1 Hygiene equipment
- 6.1.2 Toilet paper holders in each toilet
- 6.1.3 Sanitary toilet dispensers
- 6.1.4 Soap dispensers

- 6.1.5 Air freshener dispensers
- 6.1.6 Hand towel dispensers
- 6.1.7 Seat wipes dispensers-bio disposable
- 6.1.8 Provide quality toilet paper (at least 2 ply) SABS approved, hand soap, paper towel/air dryer, sanitary disposable and air freshener as per schedule or as and when required and ensure stock availability at all times.

NB: The service provider must ensure that the above equipment is removed at the end of the contract period. All area affected by such removal of any attachments/annexures to the property shall be restored to the previous condition. The service provider will be responsible for any damage to property as a result thereof. Reasonable and proper care shall therefore be exercised to avoid liability.

7. OFFICE PLANTS

7.1 The service provider must:

- 7.1.1 Maintain all internal office plants in consultation with the project manager.
- 7.1.2 To maintain includes but not limited to watering and pruning.

8. MAINTENANCE SERVICES

- 8.1 Churn management (replacement of lighting bulbs etc.). Emergency services (blocked drains, fixing of water pipes and window glass replacement etc.).
- 8.2 Porter service i.e. moving of furniture and assets, equipment, delivery, offloading of stationery to store and dispatch of stock (on an ad hoc basis)
- 8.3 Replacement of broken locks, cutting of duplicate keys and spare keys at a fixed cost- in consultation with security management

9. EQUIPMENT MATERIAL AND CONSUMABLES

- 9.1 All necessary equipment and materials for the successful execution of the above services are to be provided for by the service provider.
- 9.2 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.
- 9.3 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.
- 9.4 Provide SABS approved consumables as per the schedule and/or as and when required, and ensure stock availability at all times. The cost of consumables shall be for the account of the service provider.
- 9.5 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.

NB: 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

10. UNIFORM/ CLOTHING

- 10.1 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.
- 10.2 The necessary personal protective clothing and equipment such as headgear, shoes, gloves etc. must be provided by the service provider at own cost.
- 10.3 The NPA reserves the right to order the immediate removal of a staff member that does not adhere to this arrangement.

11. DAMAGE COMPENSATION

- 11.1 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.

12. DAMAGES TO PROPERTY OCCUPIED BY THE NPA

- 12.1 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.

13. COST OF CONSUMABLES

- 13.1 The cost of chemicals, detergents and disinfectants shall be for the account of 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.
- 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, which 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 disrupt 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-including a complaints system
 - 19.1.4 Daily monitoring of consumable supply levels

(Cleaning Schedule attached as Annexure A: DPP KIMBERLEY and Annexure B: THUTHUZELA CARE CENTER)

ANNEXURE A: DPP KIMBERLEY

SERVICE SCHEDULE

1 CLEANING SERVICES

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

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

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Sweep and clean tiled floor	X			
Dust Projection Screen		X		
Dust furniture, including cupboard shelves/servers/cabinets	X			
Damp clean waterproof furniture covers/plastic furniture/training room tables		X		
Polish furniture		X		
Clean and disinfect telephone instruments		X		
Dust equipment	X			
Dust Windowsills	X			
Dust all ledges and fittings	X			
Dust all vertical surfaces (walls, cabinets, etc.)		X		
Dust all windows and window ledges		X		
Empty, clean and line waste bins	X			
Wash and disinfect waste bins	X			
Dust/Vacuum curtains/blinds		X		
Clean plants and plant containers		X		
Wipe clean/polish door handles		X		
Dust and Clean picture frames/mirrors/ornaments		X		
Dust light fittings		X		
Wipe light switches	X			
Damp clean fridge/catering equipment		X		
TEA ROOMS				
Sweep and clean tiled floors	X			
Deep clean tiled floor		X		
Dust and damp clean tea tables and chairs	X			
Dust and damp clean notice boards, pictures		X		
Empty, clean, disinfect and line waste bins	X			Twice daily
REFUSE AREA				
Disinfect refuse area floors				When required
Wash, disinfect and line refuse bins				When required
WINDOWS				
Clean all windows and window frames on the inside			X	
Clean glass windows and frames of inter-leading internal passage doors		X		

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Clean main entrance foyer glass windows and window frames internally and externally		X		
SPILLAGE AND EMERGENCY CLEANING				
Spillages within any area in the building				As and when necessary
OUTSIDE AREAS:PAVING				
Sweep and clean		X		
Removing of weeds		X		
GARDEN SERVICE				
Cleaning and scraping of fountain		X		
Changing fountain water and disinfecting the area		X		
GRAFFITI				
Graffiti to be obscured and removed				As and when necessary

HYGIENE SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
REST ROOMS				
Deep cleaning of toilets and urinals	X			
Clean & disinfect toilet bowls (inner & outer)	X			Twice daily
Clean & disinfect toilet urinals (inner & outer)	X			Twice daily
Wipe down toilet roll holder cabinets	X			
Wipe & clean mirrors	X			
Wipe down & clean walls, doors and / partitions		X		
Dust lights		X		
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor with disinfectant		X		
Wash/Clean & disinfect wash hand basins and taps	X			
Ensure hand drying paper dispensers are full	X			
Ensure toilet roll dispensers are full	X			
Ensure hand soap dispensers are full	X			
Ensure seat wipes dispenser (bio disposable) are full	X			

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Replenish air-freshener dispensers		X		On regular basis
Wipe light switches		X		
Wipe and clean hand drying header stations	X			
Empty, clean and line waste bins	X			Twice a day
Ensure that ladies sanitary bins are emptied, cleaned and disinfected		X		
Empty, clean and line all waste receptacles	X			Twice a day
Clean all metal fittings	X			
Treat all surfaces against staining, fungal and bacterial growth		X		
Replenish toilet paper, paper hand towels and / liquid hand soap to dispensers	X			Twice a day
Dust picture frames		X		
KITCHENS				
Sweep & wash floor	X			
Clean kitchen spillages	X			As and when necessary
Clean & wipe down walls, doors and cupboard doors, Shelves	X			
Damp clean kitchen appliances	X			
Clean and disinfect counter tops	X			
Deep clean electric stove and ovens				
Empty Waste bins, disinfect and line	X			Twice daily
Wash & clean kitchen zinc	X			Twice daily
Disinfect kitchen zinc	X			

2 WASTE MANAGEMENT SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Soft waste into separate containers, separating recyclable waste		X		
Intercept waste exiting all floors to a central control area		X		
Remove waste from premises	X			
NB: In case of municipal strike action the service provider must ensure that the service is not disrupted.				

3 OFFICE PLANT MAINTENANCE

SERVICES	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Maintain all floor standing flower pots, pot plants to ensure that plants are healthy and show vibrant growth		x		
Maintain all plants by watering and pruning, Replace dead plants.				As and when necessary

4 PEST CONTROL SERVICES

SERVICES	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Preventative Pest Control – fumigation			x	After every six weeks
Reactive Pest Control until infestation is eradicated			x	As and when necessary
Inspection and monitoring of pest infestation			x	As and when necessary
Provide service reports			x	As and when necessary

5 CAR WASH

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Wash the exterior and interior of the pool vehicles, including windows, tyres and mud caps Polish dashboards and non-upholstered interior surfaces; Vacuum the interior – floors and seats, including the baggage compartment Vacuum the floor mats		x		As the need arise
Maintain a register of vehicles washed		x		
Fleet Cars allocated to NPA. Invoicing must be in respect of the actual NPA cars washed. No private car wash will be allowed.				

6 FOOD AID SERVICES

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Prepare, serve and clear food				As required, with 24 hours notification
Prepare and clear all utensils for meeting				As required, with 24 hours notification
Prepare and clear all board rooms, meeting rooms before and after meetings				As required, with 24 hours notification
Provide drinking water (tap water) to all offices and meeting rooms.				Twice daily
Clean eating and drinking utensils in all offices.				Twice daily
Please note that the service provider is not required to provide the utensils or crockery for Food Aid Services.				

7 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	Help Desk Service Usage-response, turn-around and resolution status	Weekly
6	Additional work-services rendered	Monthly
7	Food Aid Service-delivery, challenges and recommendations	Monthly
8	Management Fee-all additional service/work which attract management fee must be reported	Monthly

8. HELP DESK/RECEPTIONIST

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Provide a reception and Help Desk: <ul style="list-style-type: none"> ▪ To receive visitors ▪ Notification of visitors and clients ▪ Provide all reception related duties ▪ Serve as a relief switchboard operator ▪ Reporting building faults ▪ Booking boardrooms/ meeting rooms ▪ Booking visitor parking ▪ Reporting complaints 	X			
Provide a Help Desk services	X			When the need arise
Reports, as required, must be provided to the Project Manager				As indicated in table 7
<ul style="list-style-type: none"> ▪ The service provider must provide fully functional operational help desk ▪ Information management ▪ Provide system that can generate reports 				

ADDITIONAL INFORMATION

ADDRESS	BUILDING INFORMATION	OPERATIONAL
22 Fabricia Road Wilcon House Beaconsfield Kimberley 8300	Size of building= 2659 m2 Number of Toilets <ul style="list-style-type: none"> ▪ Female=3 (Cubicles=09) ▪ Male=02 (Cubicles=08) ▪ Urinals=05 ▪ Disabled=02 Number of Wash Basins <ul style="list-style-type: none"> ▪ Female=08 ▪ Male=07 ▪ Disabled=02 Total number of staff in the building= 48	Supervisor/helpdesk Administrator/Receptionist

ANNEXURE B: THUTHUZELA CENTRE

SERVICE SCHEDULE

1. CLEANING

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
RECEPTION AREAS, ALL LIFTS / LOBBIES, PASSAGES.				
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub tiled floor			X	
Vacuum carpets		X		
Remove stains on carpeted areas			X	
Deep (steam) clean carpets				Every six months
Wipe down walls		X		
Dust light fittings		X		
Wipe light switches	X			
Dust and damp clean pictures/mirror frames/directory boards	X			
Clean and fill Water Coolers	X			
Dust curtains / & blinds	X			
Wipe/Dust & clean reception furniture	X			
Wipe/Dust/Clean Security/Reception desk/Glass windows	X			
Empty, clean, disinfect and line Waste Bins	X			
OFFICES (INCLUDING OPEN PLAN OFFICES) AND PRODUCTION/COPIER ROOMS/DOCUMENT CENTRE				
Vacuum carpets and material covered furniture		X		
Deep (steam) clean carpets				Every six months
Dust furniture including cupboard shelves/document shelves/cabinets	X			
Wipe down waterproof furniture covers	X			
Damp clean Security, HR Finance, Document Centre Counter tops	X			
Polish furniture		X		
Clean and disinfect telephone instruments	X			
Wipe down computers		X		
Dust office automation/equipment	X			
Dust and vacuum chairs		X		
Wipe down office automation/equipment	X			
Dust windowsills		X		
Dust all ledges and fittings		X		

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Dust all vertical surfaces (walls, cabinets, Desk partitioning, etc.)		X		
Dust all windows and ledges (low and high)		X		
Empty waste bins	X			Twice a day
Wash, disinfect and line waste bins		X		
Replenish air-freshener dispensers		X		On regular basis
Sufficient rubbish bags must be provided	X			Twice a day
Dust/Vacuum curtains, blinds	X			
Clean artificial plants and plant containers		X		
Wipe clean/polish door handles		X		
Dust & clean picture frames/mirrors		X		
Dust light fittings		X		
Wipe light switches	X			
Additional plastic bags for all shredding machines		X		
REST ROOMS PER FLOOR				
Deep cleaning of toilets and urinals		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	Twice a month
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			
Ensure seat wipes dispenser (bio disposable) are full	X			
Replenish air-freshener dispensers		X		On regular basis
Wipe light switches	X			
Wipe and clean hand drying header stations		X		

SERVICES REQUIRED	DAILY	WEEKLY	MONTHLY	EXCEPTIONS
Empty, clean and line waste bins	X			Twice a day
Ensure that ladies sanitary bins are emptied, cleaned and disinfected		X		
Empty, clean and line all waste receptacles	X			Twice a day
Clean all metal fittings		X		
Treat all surfaces against staining, fungal and bacterial growth		X		
Replenish toilet paper, paper hand towels and / liquid hand soap to dispensers	X			Twice a day
KITCHENS				
Sweep & wash floor	X			
Clean kitchen spillages	X			
Clean & wipe down walls, doors and cupboard doors, Shelves	X			
Damp clean kitchen appliances		X		
Clean and disinfect counter tops	X			Twice daily
Empty Waste bins, disinfect and line	X			
Wash & clean kitchen zinc	X			
Clean glass windows and frames of inter-leading internal passage doors		X		
Clean main entrance foyer glass windows and window frames internally and externally	X			
Clean and disinfect counter tops				
SPILLAGE AND EMERGENCY CLEANING				
Spillages within any area in the building				As and when necessary
GRAFFITI				
Graffiti to be obscured and removed				As and when necessary

2. PEST CONTROL

SERVICES	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Preventative Pest Control – fumigation			X	After every six weeks
Reactive Pest Control until infestation is eradicated			X	As and when necessary
Inspection and monitoring of pest infestation			X	As and when necessary

Bid No: **NPA 09-15/16**

National Prosecuting Authority

Prepared By: Supply Chain Management Unit

Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre

ADDITIONAL INFORMATION

ADDRESS	BUILDING INFORMATION
01 Tyson Road, Kimberley ,Day Hospital, Galeshwe	<p><u>Number of Toilets</u></p> <ul style="list-style-type: none">▪ Female=2 (Cubicles=02)▪ Male=01 (Cubicles=01) <p><u>Number of Wash Basins</u></p> <ul style="list-style-type: none">▪ Female=02▪ Male=01 <p>Total number of staff in the building=07</p>

Bid No: NPA 09-15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre	

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	Six (6) %	
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.**

Bid No: **NPA 09-15/16**

National Prosecuting Authority

Prepared By: Supply Chain Management Unit

Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre

SECTION 8

PRICING SCHEDULE

1. PRICING SCHEDULE- (FIXED PRICES)

NAME OF BIDDER: BID NO.: NPA 09 –15/16

CLOSING TIME 11:00

CLOSING DATE: 21 SEPTEMBER 2015

BID DESCRIPTION: FACILITIES MANAGEMENT SERVICES FOR DPP KIMBERLEY AND THUTHUZELA CENTRE

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

DPP KIMBERLEY			
DESCRIPTION OF SERVICE	UNIT PRICE	TOTAL PRICE PER MONTH (VAT INCLUSIVE)	TOTAL PRICE FOR CONTRACT PERIOD TWO (2) YEARS (VAT INCLUSIVE)
1. CLEANING SERVICES: Total floor space – 2659 m2	N/A		
2. HYGIENE SERVICES			
3. WASTE MANAGEMENT SERVICES			
4. OFFICE PLANT MAINTENANCE SEVEN (7)			
5. PEST CONTROL SERVICES			
6. CAR WASH SERVICE (Estimation of Eleven (11) Cars) (Provide unit price per car wash service)	Per car		
7. FOOD AID SERVICE	N/A		
8. HELP DESK SERVICE	N/A		
TOTAL PRICE		R	R

Bidder's Signature/ initial: _____

Bid No: NPA 09-15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre	

TOTAL BID PRICE FOR PERIOD OF TWO (2) YEARS	R
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PRICING SCHEDULE

1. PRICING SCHEDULE- (FIXED PRICES)

NAME OF BIDDER:	BID NO.: NPA 09 –15/16
CLOSING TIME 11:00	CLOSING DATE: 21 SEPTEMBER 2015

BID DESCRIPTION: FACILITIES MANAGEMENT SERVICES FOR DPP KIMBERLEY AND THUTHUZELA CENTRE

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

THUTHUZELA CENTRE			
DESCRIPTION OF SERVICE	UNIT PRICE	TOTAL PRICE PER MONTH (VAT INCLUSIVE)	TOTAL PRICE FOR CONTRACT PERIOD TWO (2) YEARS (VAT INCLUSIVE)
CLEANING SERVICES: Total floor space –260 m ²	N/A		
PEST CONTROL SERVICES			
TOTAL PRICE		R	R
TOTAL BID PRICE FOR PERIOD OF TWO (2) YEARS			R

2. SUMMARY OF COSTS:

OFFICE	TOTAL PRICE FOR CONTRACT PERIOD OF TWO (2) YEARS: ALL APPLICABLE TAXES INCLUSIVE
DPP KIMBERLEY	
THUTHUZELA CENTRE	
TOTAL BID PRICE (to be transferred to SBD 1)	R

Bidder's Signature/ initial: _____

Bid No: NPA 09-15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre	

CONDITIONS APPLICABLE TO THE BIDDER’S PRICING

- 3.1 **NB. Bidders are required to complete the above tables (pricing schedules) failure to complete will result in disqualification.**
- 3.2 Only the total bid amount for a period of two (2) years indicated on the pricing schedule “**summary of cost**” should be transferred to SBD 1 and will be utilized in calculating the points for price.
- 3.3 **NB: If there are any discrepancies in the pricing proposal and the SBD 1, only the total bid price indicated on the SBD 1 will be considered.**
- 3.4 Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
- 3.5 Prices are to remain fixed and valid for the period of two (2) years. Non-fixed prices will not be considered

Declaration:

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

Signature of bidder:

Date:

Bid No: NPA 09 – 15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider for comprehensive facilities management: DPP Kimberley and Thuthuzela Care Centre	

SECTION 9

TAX CLEARANCE CERTIFICATE REQUIREMENTS

SBD2

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

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

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

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

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

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

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

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

Supplier Name: _____

Signature of Authorised Representative

Signatory Name in Print

Signatory capacity

Signatory ID Number

Signed at _____ on this _____ day of _____ 20__

SECTION 10**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the **90/10** system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4

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8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

Bidder's Signature/ initial: _____

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- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (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;

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- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

SIGNATURE(S) OF BIDDER(S)

1.

.....

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

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SECTION 11

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
...

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

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

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

Bidder's Signature/ initial: _____

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2.7.1 If so, furnish the following particulars:

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

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

.....

Position occupied in the state institution

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

Bidder's Signature/ initial: _____

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2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SECTION 12

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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SBD 8

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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SECTION 13

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. Cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

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2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Signature	Date
Position	Name of Bidder

SECTION 14**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.

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- 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	

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SECTION 15

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.

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Section 16: Bidder’s Experience (At least two (2) signed references letters or more)

NAME OF BIDDER:	BID NO.: NPA 09-15/16
-----------------------	------------------------------

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in paragraph 20.2 of bid conditions. 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