

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DDPP Durban and SCCU Durban for a period of three (3) years.	



## INVITATION TO BID

### BID DETAILS

<b>BID NUMBER</b>	:	NPA 05-18/19
<b>ISSUE DATE</b>	:	11 May 2018
<b>COMPULSORY BRIEFING SESSION</b>	:	17 May 2018. Time 11:00 – 12:00
<b>CLOSING DATE</b>	:	04 June 2018
<b>CLOSING TIME</b>	:	11:00
<b>DESCRIPTION</b>	:	Appointment of a service provider to provide comprehensive facilities management services: DPP Durban and SCCU Durban.
<b>CONTRACT DURATION</b>	:	Three (3) Years

**COMPANY NAME:** \_\_\_\_\_

CSD SUPPLIER NUMBER	UNIQUE REGISTRATION NUMBER

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

**ORIGINAL** ☐

**COPY** ☐

**SOFT COPY**

☐

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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## DOCUMENTS CHECK LIST

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

NO	DOCUMENTS	TICK
1.	Proof of registration on a Central Supplier Database registration(CSD)	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) Certificate / or sworn affidavit confirming signed by the Commissioner of Oaths.	
3.	Bidder's profile	
4.	The bidder must provide its proposed approach/methodology, proposal and operational/works schedule for the facilities management services as per <b>Section3, paragraph 27.3</b>	
5.	Certified copies of Identity Documents of Directors/Members/Shareholders/Trustees	
6.	At least two (2) or more reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as per <b>section 3 paragraph 27.2</b>	
7.	Documentary proof from third party e.g. municipal account, signed lease agreement etc. (must corroborate with address provided in section 12)	
8.	One (1) original, Two (2) copies and optional CD of the bid document	
9.	Valid letter of good standing from the Department of Labour	
10.	Audited Financial Statement (not older than 18 months as at close of bid) presented by an independent auditor or financial statements signed off by Accounting Officer in the case of a Close Corporation.	

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 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** : \_\_\_\_\_

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## CONTENT PAGE

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

### Structure of Proposals

#### Glossary

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of reference and Service Schedule (Annexure A)
- Section 7 : Management Fees
- Section 8 ; Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 9 : Declaration of Interest (SBD 4)
- Section 10 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 11 : Certificate of independent bid determination (SBD 9)
- Section 12 : Confirmation Form
- Section 13 : Pricing schedules
- Section 14 : Bidder's experience

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 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

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

**SECTION 1**

**SBD 1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NPA 05-18/19	CLOSING DATE: 04 June 2018		CLOSING TIME:	11H00
DESCRIPTION	Appointment of a service provider to provide comprehensive facilities management services at DPP Durban and SCCU Durban for a period of three (3) years.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
National Prosecuting Authority					
VGM Building Weavind Park					
123 Westlake Avenue					
Silverton					
Pretoria					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Happy Moloi		CONTACT PERSON	Celeste Adams	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@npa.gov.za		E-MAIL ADDRESS	tenders@npa.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

Bid No: NPA 05-18/19

**National Prosecuting Authority**

Prepared By: Supply Chain Management Unit

Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>			

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

**VALIDITY PERIOD: OFFER TO BE VALID FOR 90 DAYS FROM CLOSING DATE OF THE BID.**

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

SIGNATURE OF BIDDER: .....

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

DATE:.....



Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 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 R SA.
  - 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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

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

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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC

## **9. Packing**

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

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

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

- Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

delivery note and upon fulfilment 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.

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## **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:
- (d) the name and address of the supplier and/or person restricted by the purchaser;
  - (e) the date of commencement of the restriction
  - (f) the period of restriction; and
  - (g) 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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

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.



Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services

## **33. National Industrial Participation Programme (NIP)**

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

## **34. Prohibition of Restrictive practices.**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by 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.

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

- 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 concern.

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

### SECTION 3

#### SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA 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. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
7. As per National Treasury Instruction note no. 7 of 2017/2018 of the bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the NPA to verify the bidder's tax status on Central Supplier Database.
8. Bidders are required to provide tax compliance status PIN to enable the NPA to view their tax profile and verify the bidder's tax compliance status.

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

9. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation
10. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof/ Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a consolidated B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998.
11. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.
12. Preferential consideration will be given to bidders that are legal entities. In the case of Regional Sub-contracting or joint venture agreement, the NPA will enter into a single contract with a principal service provider.
13. Bidders must provide the mechanism on the system that will be used to log calls and the examples of management reports that will be submitted to the facility manager as per Annexure A table 6.
14. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
  - The NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –
  - engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder or company / business in respect of the subject matter of this bid;
  - seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives;
  - accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
  - has in the past engaged in any matter referred to above.
15. **INDEMNITY**

If a Bidder breaches the conditions of this bid and, as a result of that breach, the NPA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process or enforcement of intellectual property rights / confidentiality obligations), then the Bidder indemnifies and holds the NPA harmless

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

from any and all such costs which the NPA may incur and for any damages or losses the NPA may suffer.

#### 16. PRECEDENCE

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

#### 17. TAX COMPLIANCE

No award shall be made to a Bidder whose tax affairs are not in order. The NPA reserves the right to withdraw an award made to a service provider in the event that it is established that such service provider does not remain tax compliant for the full term of the contract.

#### 18. GOVERNING LAW

South African law governs this bid and the bid response process. The Bidder agree to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

19. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work is outsourced with regard to the B-BBEE status level contribution must be clearly indicated.
20. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
21. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
22. The successful service provider will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to cancel this contract immediately, in writing.
23. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
24. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.
25. The successful service provider must supply and/or deliver the items or service as specified on the official signed NPA purchase order within agreed time frame by both parties after receipt of such purchase order.
  - 25.1 Comply with all relevant employment legislation and applicable bargaining council agreements, including UIF, PAYE, etc. Proof of such documentation must be submitted as part of the Bid Proposal:
  - 25.2 A valid letter of good standing from the Department of Labour must be submitted as part of the Bid Proposal documents. **NB letter must be submitted to SCM- Contract Management Unit on a yearly basis during the duration of the contract.**
  - 25.3 Ensure that all staff employed in respect of this contract is in good health and pose no risk to any NPA employees.

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

- 25.4 Comply with NPA security and emergency policies, procedures and regulations.
- 25.5 Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning and / or maintenance activities.
- 25.6 Not use equipment, utensils or chemicals that may damage fittings, vehicle body painting, persons or any other contents in offices. NPA has a right to reject any such equipment, utensils or agents that is detrimental to its property and staff.
- 25.7 Not use or store any poisonous or highly flammable substances without the written consent of the NPA.
- 25.8 The service provider shall be responsible for setting up an operational system that will capture, process and generate reports for all logged calls and their resolution/response.
- 25.9 Re-fill, empty and clean machines and equipment only at designated places as indicated.
- 25.10 When the contract ends the service provider must remove their equipment and restore the building to its original condition.
- 25.11 Ensure that all staff working under this contract is adequately trained prior to the commencement of the contract.
- 25.12 The pool of temporary replacement/relief staff to be employed by the service provider must be security screened by the NPA before they are brought on site.
26. The DPP Durban and SCCU Durban office may relocate to another building, during the duration of the contract period. The NPA will forward a written notice to that effect and may request the service provider to render the services at another premise with similar size and staff or the NPA may terminate the contract.
27. **THE BID PROPOSAL DOCUMENT MUST INCLUDE THE FOLLOWING IN DETAIL:**
- 27.1 **Bidder's profile** – short summary and description of the key features of the bidder.
- The legal name of the entity, the principal business, with a description of the corporate organization of the proposing entity, including all members of the sub-contract, if any.
- 27.2 **Track Record and Experience in Facilities Management** - The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in facilities management. Such claims must be supported with sufficient references to permit NPA to verify the claimed capabilities. To support all claims of experience presented and to assist NPA in reviewing and evaluation of the proposals, the bidders are requested to provide the following:
- At least two (2) or more signed reference letters on the client's letterhead 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 14**. (Note that the focus to these letters should address the relevant work experience in facilities management of the bidder, not the proposed approach to the requirement).
  - A current and valid letter of good standing from the Department of Labour.
- 27.3 **Proposed methodology, proposal and operational/works schedule for Facilities Management** - The bidder must provide its proposed approach indicating how the services will be executed successfully. Provide a comprehensive proposal to

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

demonstrate their capability to render such services. This will typically include equipment to be used, and human resources to be employed.

27.4 **Management fee percentage** – (is the fee which the successful bidder will charge for any ad-hoc /additional work) the bidder must indicate the percentage (%) on the proposal, failure to indicate the percentage (%) will mean that once the bidder is appointed they will not be allowed to charge the management fee for any ad-hoc/ additional work for the period of the contract.

27.5 **Locality- Documentary proof from a third party** i.e. municipal account, telephone account or a signed lease agreement must be submitted to corroborate the physical address of the business as indicated on the bid document. The documentary proof submitted must relate to the address provided in section 12.

- Lease agreements must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted.
- If the company is operating from residential premises, a valid lease agreement between the owner of the house and the business is required.

27.6 **Financial Stability** - Evidence must be provided on the financial capability of the bidder to carry out the project of this scale. Such evidence shall include:

- The bidder must provide the latest (not older than 18 months as at close of bid) audited financial statements as presented by an independent auditor or financial statements signed off by Accounting Officer in the case of a Close Corporations.

## 28. **LEGISLATIVE COMPLIANCE:**

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

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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 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	:	Happy Moloi
E-mail	:	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>

- 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.

#### 4. COMPULSORY BRIEFING SESSION AND SITE INSPECTION

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

Venue and address	Date	Time
88 Joe Slovo Street, Southern Life Building, 2 <sup>nd</sup> Floor, Boardroom	<b>17 May 2018</b>	<b>11h00-12h00</b>

- 4.2 **Attendance of this briefing session is compulsory; failure to attend will result in disqualification of your bid proposal.**

- 4.3 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](http://www.npa.gov.za))** and National Treasury E-portal

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

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

- 4.6 Bidders will be allowed to conduct a site inspection of the buildings after the briefing session is concluded.



Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 5. SUBMITTING BIDS

- 5.1 One (1) original, two (2) copies and optional CD (soft copy) of the bid proposals must be handed in / delivered to the address indicated below:

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVIND PARK 123 WEST LAKE AVENUE SILVERTON PRETORIA	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752 PRETORIA 0001

- 5.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as outline in paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.

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

- 5.3 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.
- 5.4 All paper copies must be neatly bound. All additions to the bid document 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.
- 5.5 The NPA will not accept responsibility for any documentation which gets lost.
- 5.6 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.
- 5.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents .NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 6255 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements

## 6. MARKING ON BID ENVELOPE / PACK

- 6.1. Bids must be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:
- ☐ Attention : Tender Box :
  - ☐ Bid number : Supply Chain Management
  - ☐ Closing date and time : NPA 05-18/19
  - ☐ The name and address of the bidder : 04 June 2018
- 6.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date of the bid on the addresses as outline on paragraph 5.1 above. The NPA will **NOT** take responsibility for any bid documents received late.
- 6.3 Documents submitted on time by bidders shall not be returned.

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 7. LATE BIDS

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

## 8. 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, 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.**

## 9. ACCESS TO INFORMATION

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

## 10. REASONS FOR REJECTION

- 10.1 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.
- 10.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
- 10.2.1 Have abused the SCM system of NPA;
  - 10.2.2 Have committed proven fraud or any other improper conduct in relation to such system;

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

- 10.2.3 Have failed to perform on any previous contract and the proof exists; such actions shall be communicated to the National Treasury.
- 10.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 10.4 Bidders that fail to submit a bid proposal in terms of section 3, clause 27.

## **11. CANCELLATION OF BID PROCESS**

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

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 5

### EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the **80/20** preference point system as prescribed in the Preferential Procurement Regulation of 2017. 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 a duly authorized representative must sign such documents.

#### Phase 2: Functionality evaluation

Only bidders that qualified during the screening process will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal. Bidders who score a minimum qualifying score of **60 percent** or more on functionality will be evaluated on next phase i.e. Price and B-BBEE status level contribution.

### FUNCTIONAL EVALUATION

Functionality proposal will be evaluated on a scale of **0-5** in accordance with the criteria below. Rating will be as follows; 0= Non submission 1= poor; 2=Average; 3=Good; 4=Very Good and 5= Excellent.

FUNCTIONALITY CRITERIA – PHASE 2	
1. Proposed Methodology	Weight
<p>The bidder must provide an implementation strategy indicating the methodology on how the services will be executed successfully. The proposed strategy must include an inventory list of all equipment and human resources (CV'S of key personnel must be included) to be used during the execution of the contract.</p> <p>Provide a comprehensive proposal to demonstrate their capability to render such services.</p> <p><b>The services are as follows:</b></p> <p>Cleaning and hygiene services (Cleaning schedule attached as Annexure A)</p> <ul style="list-style-type: none"> <li>The service provider must supply, install and maintain hygiene equipment (Sanitary toilet dispensers, toilet paper holders, soap dispensers, air freshener dispensers, hand towel dispensers and seat wipes dispensers).</li> <li>Cleaning of offices including open plan areas, boardrooms and toilets.</li> <li>Provide recyclable waste bins.</li> <li>Sort and remove waste into separate containers as well as recyclable waste.</li> </ul> <p>Pest Control</p> <ul style="list-style-type: none"> <li>Conduct inspections, preventative and reactive pest control services.</li> </ul> <p>Food aid services</p> <ul style="list-style-type: none"> <li>Facilitate, serve and clear food in boardrooms</li> <li>Set and clear all catering utensils for meetings</li> <li>Facilitate, prepare and clear all board rooms, meeting rooms before and after meetings</li> <li>Provide drinking water during meetings</li> <li>Cleaning of equipment and utensils.</li> </ul> <p>Supply and Maintenance of office plants</p> <ul style="list-style-type: none"> <li>Supply and maintain office plants in line with Annexure A.</li> </ul>	<p>30</p> <p>10</p> <p>5</p> <p>5</p>

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 05-18/19		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.			
Track Record and Experience in Facilities Management			
The bidder must demonstrate relevant experience in facilities management by providing documentary proof in the form of reference letter/s (on the letter head of referee and signed by authority) confirming the period of the contract where facilities management services were conducted indicating the start and the end date of each contract.		20	
No submission of reference letters = 0 points			
Less than one (1) year = 3 points			
More than one (1) year to four (4) years = 4 Points			
More than four (4) years = 5 Points			
Points will be allocated in terms of the number of years of experience for bidders who have experience of the deliverables required as listed in <b>Section 6. paragraph 5.</b>			
• In cases where bidders submit reference letters (on the letter head of referee and signed with relevant authority) with no confirmation of the period of the contract where facilities management services were conducted. The bidder will be scored the following points:			
Two (2) reference letters - four (4) reference letters = 1 Point			
Five (5) reference letters and more = 2 Points			
2. Reporting System			
The bidder must provide a methodology on how the reporting system will be operated. The methodology must include the following:		10	
• Examples of management report that indicate task reported, resolution and turnaround times on services rendered.			
3. Financial Stability			
The bidder must provide the latest (not older than 18 months as at close of bid) audited financial statements as presented by an independent auditor or financial statements signed off by Accounting Officer in the case of a Close Corporations. Points will be allocated as follows:		5 5	
Submission of audited financial statement as per paragraph 26.6 = 5 points			
Positive outlook as per audit opinion / outcome = 5 points			
Non submission of financial statements = 0 points			
4. Locality			
Bidders must provide documentary proof from the third (3 <sup>rd</sup> ) party to indicate that the company has an operating office/business premises ( Municipal account, telephone account not older than three (3) months, signed lease agreement, etc.) <b>as per paragraph 27.5 of the special conditions of contract.</b>		10	
• Office /business within Ethekwini Municipality = 5 points			
• Office/business in KwaZulu Natal Province = 3 points			
• Office/ business in other Provinces = 1 point			
• Non-submission = 0 points			
NB: If the company is operating from residential premises, a valid lease agreement between the owner of the house and the business is required.			
Lease agreements must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted.			
Functional Total		100	
Threshold		60	

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

The percentage for functionality will be calculated as follows

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

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

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

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

- 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.

### **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.

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 6

### TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE COMPREHENSIVE FACILITIES MANAGEMENT SERVICES: DPP DURBAN AND SCCU DURBAN FOR A PERIOD OF THREE (3) YEARS.

#### 1. PURPOSE OF THE BID

- 1.1 The purpose of the bid is to appoint a service provider to provide comprehensive facilities management services at DPP Durban and SCCU Durban for a period of three (3) years.

#### 2. BACKGROUND

- 2.1 The Office of the DPP occupies the following two (2) buildings in Durban:

- 88 Joe Slovo Street, Southern Life Building
- Johnson Lane, John Ross House

#### 3. SCOPE OF WORK

- 3.1 The service provider will be required to provide facilities management services. This is an all-inclusive comprehensive facilities management services that include the provision of cleaning and hygiene services, reporting systems, pest control, waste management, food aid services, office plant and car wash.

#### 4. DURATION OF THE CONTRACT

- 4.1 The contract is for a period of three (3) years.

#### 5. DELIVERABLES

- 5.1 Bidders are expected to submit proposals that cover the following:

- 5.1.1 Cleaning and hygiene services (**Cleaning schedule attached as Annexure A**)
- 5.1.2 Pest Control
- 5.1.3 Waste Management
- 5.1.4 Food aid services
- 5.1.5 Reporting system
- 5.1.6 Supply and Maintenance of office plants
- 5.1.7 **Additional services (Ad-hoc)**
  - : Car Wash - a cost per vehicle must be provided.
  - : Maintenance and Repairs

#### 6. HYGIENE EQUIPMENT AND CONSUMABLES

- 6.1.1 The service provider must supply, install and maintain
- Sanitary toilet dispensers
  - Hygiene equipment
  - Toilet paper holders in each toilet
  - Soap dispensers
  - Air Freshener dispensers
  - Hand towel dispensers
  - Seat wipes dispensers per cubicle– bio degradable
- 6.1.2 Provide quality toilet paper (SABS approved), hand soap, paper towels/ air dryer, sanitary disposals and air fresheners as per schedule or as and when required and ensure stock availability at all times

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

**NB:** *The service provider must ensure that the above equipment is removed at the end of the contract period. All areas 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 Supply and maintain all internal (non-synthetic) office plants in consultation with the project manager.
- 7.1.2 To maintain includes but is not limited to watering, pruning, replacement of missing or unsightly plant and containers
- 7.1.3 Number of plants (**18**) for DPP Durban and SCCU Durban

## **8. WASTE MANAGEMENT**

- 8.1 Provide recyclable waste bins and sort waste into separate containers, separating recyclable waste.
- 8.2 Remove waste/garbage from the offices to a central control area
- 8.3 The bidder must abide to safe and legal disposal of waste (from the building to the waste area).

## **9. FOOD AID SERVICES**

- 9.1 Facilitate, serve and clear food in boardrooms
- 9.2 Set and clear all catering utensils for meetings
- 9.3 Facilitate, prepare and clear all board rooms, meeting rooms before and after meetings
- 9.4 Provide drinking water during meetings
- 9.5 Cleaning of utensils.

## **10. REPORTING SYSTEM**

- 10.1 The bidder must provide a fully functional reporting system that will be used to log calls and report on facility management services as per Annexure A table 6. The following services but not limited to, should be managed by the single reporting system located at DPP Durban:
  - 10.1.1 Reporting building faults
  - 10.1.2 Booking of boardrooms/meeting rooms
  - 10.1.3 Report problems to the project manager on all facilities related queries
  - 10.1.4 Booking food aid services

## **11. ADDITIONAL SERVICES (AD-HOC)**

### **11.1 Car wash service**

- 11.1.1 Wash the exterior and interior of NPA state vehicles
- 11.1.2 Maintain a register of vehicles washed. Payment will be made based on the actual number of cars washed on that particular month.



Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 11.2 Maintenance and repairs

- 11.2.1 This service includes but is not limited to minor general repair and maintenance functions e.g. furniture repairs, the replacement of light bulbs/tubes/fuses etc.
- 11.2.2 Replacement of broken locks in consultation with project manager.
- 11.2.3 All repairs that affect the landlord must be done in consultation with the project manager.

**NOTE:** For all maintenance and repairs, work the service provide must source at least three (3) quotations. (NPA reserves the right to decline any quotation presented and may source alternative quotations). Where NPA accept a quotation from a third party (3rd), the amount must be billed as a pass through cost.

- 11.2.4 **The service provider must provide a fixed management fee percentage that will be charged for any day-to-day maintenance requests for the duration of the contract (See Section 3).**

## 12. EQUIPMENTAND MATERIAL

- 12.1 All necessary equipment and materials for the successful execution of the required services must be provided for by the service provider.
- 12.1.1 The service provider must supply, install and maintain all equipment and machinery required to carry out the services that are not provided as a fixture in the building.

## 13. UNIFORM/ CLOTHING

- 13.1 The service provider shall at all times ensure that all their staff is neatly clothed in uniforms with identification of the service provider
- 13.2 The necessary personal protective clothing and equipment such as headgear, appropriate and shoes, gloves etc. must be provided by the service provider at own cost.
- 13.3 The NPA reserves the right to order the immediate removal of a staff member that does not adhere to this directive.
- 13.4 Provide all staff working under this contract with personal protective equipment (uniforms), with the name of the service provider clearly marked. Workers must at all times be identifiable (no later than the first day of the second month of rendering the service). The NPA reserves the right to order the immediate removal of a staff member who does not adhere to this directive.

## 14. OCCUPATIONAL HEALTH AND SAFETY

- 14.1 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:
  - 14.1.1 Following safety procedure with regard to equipment, stepladders and machinery.
  - 14.1.2 Procedure with regard to reporting injury on duty.
  - 14.1.3 Procedure with regard to identifying safety risk and resolving safety risk in workplace as required by law.
  - 14.1.4 Measures set in place to ensure safety in workplace and meet all Occupational Health and Safety requirements as required by law.

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

14.1.5 The service provider is responsible to ensure that the services rendered meet all Occupational Health and Safety requirements, and that all times there will be no risk for any persons, staff members, members of the public with regard to Occupational Health and Safety.

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

## **15 COMPLIANCE WITH LABOUR RELATIONS**

15.1 The service provider must strictly adhere to all acts and regulations relating to human resources.

15.2 NPA shall not be involved in any unfair labour practices by the service provider that happen on its premises and/or outside and /or close to its premises.

15.3 Labour disputes are the sole responsibility of the service provider.

15.4 Manage any labour disputes among his/her staff, which might affect the day-to-day NPA operations and service delivery.

## **16 DAMAGE COMPENSATION**

16.1 The service provider will be held responsible for any damage or theft by its employees 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 NPA against the service provider.

## **17 DAMAGES TO PROPERTY OCCUPIED BY THE NPA**

17.1 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 Project Manager. If the service provider fails to act after notification, NPA will rectify the damages and costs will be recovered from the service provider

## **18 STORAGE OF EQUIPMENT**

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

18.2 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

## **19 ACCESS TO THE BUILDING**

19.1 The service provider shall have access to the building in terms of its contract during normal office hours and comply with NPA access procedures.

19.2 Night/Weekend service is discouraged except for the purpose of fumigation and deep cleaning of carpets, or any other agreed upon service required, this should be pre-arranged.

19.3 Fumigation and deep carpet cleaning will always be done after normal working hours.

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

**20. ROUTINE ACTIVITIES IN THE OFFICES**

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

**21. SYSTEM FOR SERVICE DELIVERY**

21.1 The following reports must be put in place by the Service Provider:

- Daily/Weekly/Monthly/Quarterly schedule of duties of staff for all services to be rendered.
- Schedule for notification of building occupants for routine cleaning and fumigation, adhering to a 14-day notice period.
- Daily monitoring of consumable supply levels

**22. GENERAL**

22.1 The NPA shall provide adequate accommodation.

22.2 The NPA will provide an internal telephone for logging and responding to calls. (No external lines).

## **ANNEXURE A: SERVICE SCHEDULE FOR DPP DURBAN AND SCCU DURBAN**

### **1. CLEANING**

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
<b>RECEPTION AREA, ALL LIFT /LOBBIES AND TILED /CARPETED PASSAGES PER FLOOR</b>				
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub and polish tiled floor			X	
Wipe down walls		X		
Vacuum Carpets		X		Three times a week
Deep (steam) clean carpets				Bi- annual
Dust light fittings		X		
Remove stains on carpeted areas	X			
Wipe light switches		X		
Wipe down walls		X		With daily spot cleaning
Dust and damp clean pictures/mirror frames/directory boards		X		
Clean and fill Water Coolers				Twice daily
Dust blinds/ curtains		X		
Wipe/Dust & clean reception furniture	X			
Wipe/Dust/Clean Security/Reception desk/Glass windows	X			
Empty, clean, disinfect and line Waste Bins				Twice a day
Clean plants and plant containers		X		
<b>STAIRCASES</b>				
Sweep tiled floor	X			
Wash tiled floor	X			
Scrub and polish tiled floor			X	
Wipe down walls		X		With daily spot cleaning
Dust light fittings		X		
Wipe light switches		X		
Dust & wipe wooden handrails	X			
Polish wooden handrails		x		

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning
Dust & clean, aluminum, concrete balustrades	X			
<b>OFFICES (INCLUDING OPEN PLAN OFFICES) AND PRODUCTION / COPIER ROOMS /DOCUMENT CENTRE</b>				
Vacuum carpets and material covered furniture		X		
Deep (steam) clean carpets				Bi-annual
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			
Vacuum chairs		X		
Dust windowsills	X			
Dust all ledges and fittings		X		
Dust all vertical surfaces (walls, 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		
Sufficient rubbish bags must be provided	X			
Dust/Vacuum blinds		X		
Clean live 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			
Provide additional plastic bags for all shredding machines				When required
<b>STOREROOMS</b>				
Sweep floor		X		
Wash and polish floor		X		

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning
Dust shelving/fittings/cupboards		X		
<b>BOARD ROOMS</b>				
Vacuum carpets and material covered furniture		X		
Deep (steam) clean carpets				Bi-Annual
Sweep and clean tiled floor	X			
Dust Projection Screen		X		
Dust furniture, including cupboard shelves/servers/cabinets	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		
Empty, clean and line waste bins	X			
Wash and disinfect waste bins		X		
Dust and vacuum blinds/curtains		X		
Clean live plants and plant containers		X		
Wipe clean/polish door handles		X		
Dust and Clean picture frames		X		
Dust light fittings		X		
Wipe light switches		X		
<b>TOILETS PER FLOOR</b>				
Deep cleaning of toilets and urinals	X			
Clean & disinfect toilet bowls (inner & outer)	X			Twice a day
Clean & disinfect toilet urinals (inner & outer)	X			Twice a day
Wipe down toilet roll dispensers	X			
Wipe & clean mirrors	X			
Wipe down & clean walls, doors and partitions	X			
Dust lights		X		
Sweep tiled floor	X			
Wash tiled floor	X			

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning
Scrub tiled floor with disinfectant		X		
Polish tiled floor				Quarterly
Wash/Clean & disinfect wash hand basins and taps	X			
Ensure hand drying paper dispensers are full	X			Twice a day
Ensure toilet roll dispensers are full	X			Twice a day
Ensure hand soap dispensers are full	X			Twice a day
Wipe light switches		X		
Empty, clean and line waste bins	X			Twice a day
Ensure that ladies sanitary bins are emptied, cleaned and disinfected		X		
Clean all metal fittings	X			
Treat against staining, fungal and bacterial growth		X		As and when necessary
<b>FIRE ESCAPES</b>				
Sweep Fire escape stairs		X		
Wash fire escape stairs		X		
Dust and Damp clean fire escape cement stairway balustrades		X		
<b>KITCHENS</b>				
Sweep & wash tiled floor	X			
Clean kitchen spillages				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			
Empty waste bins , disinfect and line	X			Twice daily
Wash & clean kitchen zinc	X			Twice daily
Dust light fittings		X		
Wipe light switches		X		
<b>WINDOWS</b>				
Clean all windows and window frames on the inside			X	Once a month
Clean glass windows and frames of inter-leading internal passage doors	X			

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning
Clean main entrance foyer glass windows and window frames internally and externally	X			
<b>OUTSIDE AREA - BALCONY</b>				
Sweep ,clean and empty the bins	X			
<b>SPILLAGE AND EMERGENCY CLEANING</b>				
Spillages within any area in the building				Immediately when required
<b>GRAFFITI</b>				
Graffiti to be covered and removed				When required

## 2. PEST CONTROL (APPLICABLE AT DPP DURBAN OFFICE ONLY 88 JOE SLOVO )

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily
Preventative Pest Control – fumigation				Quarterly
Reactive Pest Control until infestation is eradicated				Each time it arises
Inspection and monitoring of pest infestation				6 weeks ( as stipulated by the act)
Provide service reports			X	

## 3. WASTE MANAGEMENT

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily
Provide recyclable waste bins and sort waste into separate containers, separating recyclable waste.		X		
Remove waste exiting all floors to a central control area	X			

**NB: In case of municipal strike action, the service provider must ensure that the service is not disrupted.**

## 4. CAR WASH

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning



Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

<ul style="list-style-type: none"> <li>Wash the exterior and interiors part of the pool vehicles, including windows;</li> <li>Polish dashboards;</li> <li>Vacuum the car</li> </ul> <p>The services provider must ensure that arrangements are made with car wash centers to ensure timeous cleaning and payment for washing of vehicles.</p>		X		As when required
---	--	---	--	------------------

**NUMBER OF CARS: 26**

**Locations of the cars:**

- 1 X Mtubatuba Magistrate Court
- 2 X Durban Magistrate Court
- 2 X Umlazi Magistrate Court
- 1 X Verulam Magistrate Court
- 2 X Kwadukuza Magistrate Court
- 2 X Ixopo Magistrate Court
- 2 X Kokstad Magistrate Court
- 1 X Port Shepstone Magistrate Court
- 1 X Ulundi Magistrate Court
- 2 X Eshowe Magistrate Court
- 1 X SCCU Durban
- 9 X DPP Durban

**Note: The service provider must wash cars in those respective locations.**

**5. FOOD AID SERVICES**

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning
Facilitate, prepare and clear all board rooms, meeting rooms before and after meetings				As required, with 24 hours notification
Provide drinking water to the boardrooms				When required
Cleaning of utensils				Twice daily

**6. REPORTING SYSTEM**

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly & daily cleaning

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

Provide a fully functional reporting system Services required:				
<ul style="list-style-type: none"> <li>Reporting building faults</li> <li>Booking Boardrooms/Meeting Rooms</li> <li>Booking Food Aid Services</li> </ul>			x	

## 7. OFFICE PLANTS

AREA / FACILITY	DAILY	WEEKLY	MONTHLY	Exceptions to monthly, weekly &/ daily cleaning
Supply , maintain and replace all internal (non-synthetic) office plants in consultation with the project manager.				As required
To maintain includes but is not limited to watering, pruning, replacement of missing or unsightly plant and containers				When required
Number of plants (18) for DPP Durban and SCCU Durban				

## 8 REPORTS

NO.	TYPE	REGULARITY
1	Pest Control survey record and inspection findings	Monthly
2	Pest Control activities/treatments	After Every six weeks
3	Cleaning – delivery, challenges, recommendations	Monthly
4	Waste Management – delivery, challenges, recommendations	Monthly
6	Additional work (maintenance and repairs) – services rendered	As and when required
7	Food Aid Services – delivery, challenges and recommendations	Monthly
8	Car wash	Monthly

Physical Addresses	Building information
<b>Southern Life Building – DPP:DURBAN</b>	Size of building = 5932.50 m <sup>2</sup> <b>Number of toilets</b> <ul style="list-style-type: none"> <li>Female = 6 (cubicles = 18)</li> <li>Male = 6</li> <li>Urinals = 18 (Cubicles = 12)</li> <li>Disabled = 6</li> </ul> <b>Number of wash basins</b> <ul style="list-style-type: none"> <li>Female = 12</li> <li>Male = 6</li> <li>Disabled = 6</li> </ul> Estimated number of staff in the building = 97

Bid No: NPA 05-18/19		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.			
Johnson Lane John Ross House – SCCU:DURBAN		Size of building = 1200m² <b>Number of toilets</b> ▪ Female = 3 ▪ Male = 2 Urinals= 2 <b>Number of wash basins</b> ▪ Female = 3 ▪ Male = 2 Estimated number of staff in the building = 19	

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DDPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 7

**MANAGEMENT FEE % PERCENTAGE (MAINTENANCE AND REPAIRS FOR AD-HOC/ ADDITIONAL WORK) NB. The car wash is excluded**

NAME OF BIDDER: .....
SIGNATURE :

The bidders are requested to tick where applicable.

No	Percentage	Applicable
1	Zero (0) % to ten (10)%	_____ %

**NB:**

- The management fee percentage must remain fixed for the period of the contract.
- Failure to indicate the management percentage (%) fee, the bidder will not be allowed to charge a management percentage (%) fee on appointment and/ or when providing additional/ad hoc services.

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DDPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 8

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

b) Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

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

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

#### 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of

- (c) “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - 1. B-BBEE Status level certificate issued by an authorized body or person;
  - 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

**80/20 or 90/10**

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

Ps = Points scored for price of bid under consideration  
Pt = Price of bid under consideration  
Pmin = Price of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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

Bid No: NPA 05-18/19		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.			
Any EME			
Any QSE			

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a



result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 9

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

Bidder's Signature/ initial: .....

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

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.

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

2.11

Do you or any of the directors / trustees / shareholders / members

YES/NO

Bidder’s Signature/ initial:\_\_\_\_\_

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

### 3 Full details of directors / trustees / members / shareholders

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

### 4 DECLARATION

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 10

SBD 8

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

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

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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

**SBD 8**

### **CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 11

## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. 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:

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 12

### Confirmation

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

### Declaration

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

**Signature of bidder:** .....

Date: .....

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

Capacity under which this bid is signed .....

### Domicilium

---

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

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

---

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

---

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

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DDPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 13

### PRICING SCHEDULE - (FIXED PRICES)

<b>NAME OF BIDDER:</b>	<b>BID NO: NPA 05-18/19</b>
<b>CLOSING TIME: 11:00</b>	<b>CLOSING DATE: 04 JUNE 2018</b>

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a total bid price based on the total period of the contract and including **all expenses** (inclusive of VAT – if applicable) for the project.

### 1. PRICING SCHEDULE FOR DPP DURBAN – (FIXED PRICES)

DPP DURBAN – 88 JOE SLOVO STREET SOUTHERN LIFE BUILDING : 5932.50 m <sup>2</sup>						
DESCRIPTION OF SERVICE	(OFFICES AT 88 JOE SLOVO STREET,SOUTHERN LIFE BUILDING)					
	PRICE PER MONTH FIRST YEAR	PRICE PER ANNUM FIRST YEAR	PRICE PER MONTH SECOND YEAR	PRICE PER ANNUM SECOND YEAR	PRICE PER MONTH THIRD YEAR	PRICE PER ANNUM THIRD YEAR
1. CLEANING SERVICES	R	R	R	R	R	R
2. HYGIENE SERVICES	R	R	R	R	R	R
3. PEST CONTROL	R	R	R	R	R	R
4. SUPPLY AND MAINTENANCE OF OFFICE PLANTS (12)	R	R	R	R	R	R

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

DPP DURBAN – 88 JOE SLOVO STREET SOUTHERN LIFE BUILDING : 5932.50 m²						
DESCRIPTION OF SERVICE	(OFFICES AT 88 JOE SLOVO STREET,SOUTHERN LIFE BUILDING)					
	PRICE PER MONTH FIRST YEAR	PRICE PER ANNUM FIRST YEAR	PRICE PER MONTH SECOND YEAR	PRICE PER ANNUM SECOND YEAR	PRICE PER MONTH THIRD YEAR	PRICE PER ANNUM THIRD YEAR
5. REPORTING SYSTEM	R	R	R	R	R	R
6. FOOD AID SERVICES	R	R	R	R		R
<b>TOTAL PRICES :</b>	R	R	R	R	R	R

Bid No: NPA 05-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

## 2. PRICING SCHEDULE FOR SCCU DURBAN – (FIXED PRICES)

DESCRIPTION OF SERVICE	SCCU DURBAN - JOHNSON LANE, JOHN ROSS HOUSE: 1532 m²					
	PRICE PER MONTH FIRST YEAR	PRICE PER ANNUM FIRST YEAR	PRICE PER MONTH SECOND YEAR	PRICE PER ANNUM SECOND YEAR	PRICE PER MONTH THIRD YEAR	PRICE PER ANNUM THIRD YEAR
1. CLEANING SERVICES	R	R	R	R	R	R
2. HYGIENE SERVICES	R	R	R	R	R	R
3. FOOD AID SERVICES	R	R	R	R	R	R
4. SUPPLY AND MAINTENANCE OF OFFICE PLANTS (6)	R	R	R	R	R	R
<b>TOTAL PRICES :</b>	R	R	R	R	R	R

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for comprehensive facilities management services: DPP Durban and SCCU Durban for a period of three (3) years.	

### 3. PRICING FOR A CAR WASH (AD-HOC)

The bidder is required to indicate a fixed price for the following services including all expenses and all applicable taxes.

DESCRIPTION OF SERVICE	UNIT PRICE	PRICE (INCLUDING VAT)
1. CAR WASH	Per car	R

### SUMMARY OF COSTS:

OFFICE	TOTAL BID PRICE FOR A PERIOD OF THREE (3) YEARS
DDPP Durban (88 Joe Slovo Street, Southern Life Building Offices)	R
SCCU Durban (Johnson Lane, John Ross House Offices)	R
<b>TOTAL BID PRICE FOR A PERIOD OF THREE (3) YEARS</b>	<b>R</b>

### CONDITIONS APPLICABLE TO THE BIDDER'S PRICING

- 1 **NB. Bidders are required to complete the above tables in full (pricing schedules) failure to complete will result in disqualification.**
- 2 **NB: If there are any discrepancies in the pricing proposal, the NPA may reject the bid based on the discrepancy.**
- 3 Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
- 4 Prices are to remain fixed and valid for the period of three (3) years. Non-fixed prices will not be considered.

### Declaration:

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

**Signature of bidder:** .....

**Date:** .....

Bid No: NPA 05-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide comprehensive facilities management services at DDPP Durban and SCCU Durban for a period of three (3) years.	

## SECTION 14

### Annexure B: Bidder's Experience

NAME OF BIDDER: .....

BID NO.: **NPA 05-18/19**

*[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in section 1, paragraph 27.2) of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]*

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

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