



Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

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SPECIFICATION FOR CLEANING SERVICES – ELLIOT SERVICE OFFICE FOR THE PERIOD OF FOUR (04) MONTHS.

1. BACKGROUND

1.1. The Department of Social Development wishes to appoint a Service Provider to render cleaning and garden services at Elliot Service Office for a period of Four (04) months. The cleaning and garden services must be in terms of section 8 (1) of the Occupational Health and Safety Act & Regulations, 85 of 1993 which states that “every employer shall provide and maintain as far as possible as is reasonable practicable, a working environment that is safe and without risk to the health of its employees”. Further compliance with the National Environmental Management: Waste Act, 59 of 2008 Chapter 4, Part Section 16 (1), general duty in respect of waste management, and Part 5, Section 21, general requirements for storage of waste, must be adhered to.

1.2. It is essential that, the Department contracts cleaning and garden services from experienced prospective bidders that have capacity and ability to provide a high-quality service.

The emphasis is therefore to procure service provider with cleaners that have no less than three (03) months cleaning experience within an office environment.

2. SCOPE OF WORK:

2.1 The successful bidder must render cleaning and garden services for the whole office site by providing staff, cleaning equipment, cleaning material, garden equipment, protective clothing and cleaning of government vehicles. Expected deliverables and outputs are indicated in Annexure A.

2.2 The Site consists of:

2.2.1 Common areas which include offices, passages, boardrooms, kitchenette, garden, adjacent pavements, parking areas and garages.

2.2.2 Designated areas as contained in the table below:

(Please verify the square meters and **complete the Pricing Schedule** as per attached Annexure B)

Area/Service Office	Number of Staff and others	Square Meters	Gardening Services	Toilets		Kitchen	Vehicles
				M	F		
Elliot Service Office	20	169m ²	Applicable	1	1	1	1

2.3 Equipment, materials and consumables

All necessary equipment and materials (**Including Toilet Paper**) for the successful execution of the above cleaning to be provided for by the supplier, which will include inter alia:

- Vacuum cleaners
- Polishers (Tile & Floor)
- Brooms (Soft & Hard)
- Mops
- Buckets
- Protective Gear (Gloves, Aprons, Masks & Sanitizers)

- Dish cloths, swabs, feather dusters and yellow dusters
- All necessary chemicals and cleaning detergents (e.g. Dishwashing liquid, Floor polish, Furniture polish, Handy Andy, Domestos, Deo blocks, pine gel, hand soap, handy andy, bleach etc.)
- All disinfection chemicals to sanitize all offices and common areas (door handles, desks and kitchen areas)
- Necessary sign boards e.g. wet floor and or slippery etc.
- Carwash wax plus cloths & dashboard sprays
- Air Fresheners & Odorless Doods
- Refuse bags for office and outside dust bins

NB: All equipment is always to be kept in a fully functional and safe condition and to comply with all applicable regulations.

2.3 Supply and Delivery of Toilet Papers

- 2ply toilet paper SABS approved
- 4 toilet papers per official per month (1 roll per week)

2.4 Installation and Maintenance

- Automated air fresheners for all toilets
- Hand soap dispensers and hand soaps for all toilets
- Paper towel dispensers and paper towel rolls for all toilets
- Sanitary bins/SHE bins in all Female toilets

2.5 Uniform Clothing

The service provider shall always ensure that all cleaning staff is neatly clothed in uniforms (with the name of the company printed thereon & name tags) with necessary personal protective equipment which shall include but not limited to headgear, gloves and masks.

2.6 Cleaning Staff

The Department does not have permanently appointed cleaning personnel, the Service Provider must provide cleaning personnel. Please note that salaries of the employees must be equal to or in excess of the determinations on Minimum Wage issued annually by the Department of Labour.

3. CONTRACT PERIOD

The contract period will be for Four (04) months. A Service Level Agreement will be signed between the successful Service Provider and the Department. The commencement date will be mutually agreed upon with the successful Service Provider.

4. PRICING

- Bidders must submit quotations which include all the costs for the completion of the service by fully completing and signing the attached pricing schedule.
- Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to service providers that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable suppliers exceeding R1,000,000.00 (excluding VAT) in a 12 month period to register for VAT.



5. PAYMENT

- 5.1 The successful bidder will bill the Department monthly after services have been rendered.
- 5.2 The Department pays within thirty (30) days after submission of an invoice, it is therefore essential for the bidder to have enough fund or payment of salaries of the employees. Please note that salaries of employees must be equal to in excess of the determinations on Minimum wage issued annually by the Department of Labour
- 5.3 The successful bidder will be paid within 30 days of submission of a comprehensive original invoice as per the Public Finance Management Act 1999.
- 5.4 The monthly invoice must indicate the month and year of the service and must also include the following:
- Banking details of the company;
 - Vat number (If applicable);
 - Invoice number;
 - Order number;
 - Invoice date;
 - Description of the service (Same as order description);
 - Invoice must be stamped or signed.
 - Invoice amount must not exceed the amount entailed by the SLA.
 -
- 5.5 Attached to the monthly invoice must be that month's cleaning and gardening site report signed by the Centre/office Manager and copy of the payroll for the same month as the invoice, confirming that the bidder's employees have been paid. Failure to submit these two documents with the invoice will result in the non-payment of the invoice for that month.
- 5.6 The monthly invoice is to be submitted not later than 7th of each month to the District Office for processing of the monthly invoice.

6. PENALTIES

- 6.1 The Department shall without prejudice to any of its rights be entitled to impose penalties on the service provider in the following circumstances:
- Any non-performance or under-performance; Five (5) percent of the monthly invoice will be deducted for every item that constitutes non-compliance as contained in this specification document including annexure A. This will be restricted up to a maximum of 20% of a monthly invoice where the items are more than one (1).
 - A pro rata amount of the price per cleaner per month where a cleaner was not on duty for a day or more.

7. MONITORING AND EVALUATION

- 7.1 The performance of the successful will be monitored daily by the end user.
- 7.2 Evaluation of functions performed will be conducted through the assessment of the monthly report.
- 7.3 Penalties will be implemented for detected non-performance or under-performance as per clause 6.

8. COMPULSORY BRIEFING SESSION

There will be NO briefing session for this advertisement.

9. COMPULSORY SITE VISIT

- All Service Providers must visit the sites and verify the size of offices to be cleaned before submitting the quotation and quote accordingly.
- A site inspection certificate is attached to the specification as **Annexure D** and must be completed and stamped by the Head of the Institution/office and signed after being administered.
- Site Visits WILL NOT be permitted on the day of closure of the RFQ.

10. SPECIAL CONDITIONS

10.1 Products and industrial equipment supplied and utilized must be SABS approved.

10.2 Toilet paper must be 2ply and SABS approved.

10.3 The successful bidder must be registered in the Central Supplier Database (CSD). If not registered, supplier must ensure that they are registered before submission of this bid. Supplier registration may be performed on the National Treasury website www.treasury.gov.za. The Department will not award a contract to a bidder that is not registered on the CSD.

10.4 Fully completed and signed bid documents (SBD4, SBD6,1) including all annexures (B, C, D & E).

10.5 The Department reserves the right not to appoint a service provider with two or more similar contracts running concurrently within the Department.

10.7 The successful bidder must submit:

- A letter of Good Standing from the Department of Labour to confirm that the bidder is registered for the Workmen's Compensation within fourteen (14) days of acceptance of this bid or Courtesy letter from Department of Labour confirming that the Bidder has applied for registration within fourteen (14) days of acceptance of this bid.
- A letter of good standing from Department of Labour to confirm that the bidder is paying the Unemployment Insurance Fund within fourteen (14) days of acceptance of this bid or Courtesy letter from Department of Labour confirming that the Bidder has applied for registration within fourteen (14) days of acceptance of this bid.

10.8 Acceptance of this bid is subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the bid is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require.

10.9 That procurement of all protective clothing and gear for the cleaners is to be procured from suppliers within the Eastern Cape. Provincial Treasury (PT) and Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) will maintain and provide a list of locally manufactured goods/ commodities. The bidder will be expected to provide proof as and when required by the Department. Failure to adhere, will lead to the review and termination of the contract.

10.10 That 50% of the cleaners must be sourced within the ward (Enoch Mgijima Mun.) where the office is situated.

11. CONSORTIUM / JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services. A bid, in response to this invitation to bid, by a consortium must comply with the following requirements: -

11.1.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated by others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium;

11.1.2 Bidders must submit copies of the Central Supplier Database (CSD) registration report for all parties.



T. Solani
District Director

12/11/2024

Date

12. EVALUATION CRITERIA

The bid will be evaluated in two stages:

- Pre-evaluation criteria,
- Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA) Preferential Procurement Regulation, 2022, as indicated below:

12.1 Pre-evaluation criteria

- Copy of signed agreement in the case of Joint Venture / Consortium in accordance with conditions stipulated in paragraph 11.1.
- Quotation is only valid when signed by the service provider or with a company stamp signed by a director or person with authority and will be valid for 90 Days.
- Salaries of the employees must be equal to or in excess of the determinations on Minimum Wage issued annually by the Department of Labour
- No correction fluid of any kind MUST be used ON PRICE. In cases where corrections are necessary; these can be made by drawing a line across the incorrect statement, writing in the correct details above the same and subsequently endorsing the entry with the bidder's signature.
- Fully completed and signed SBD4.
- Fully completed and signed (Annexure B, C & D).
- Proof of experience in the cleaning services field in an office environment with a minimum of three (03) months (copy of signed award letter/ copy of signed contract AND accompanying letter from the company or department indicating that cleaning services were satisfactory rendered).

NB: Failure to fully comply with the pre-qualification criteria to the satisfaction of the department will lead to the automatic disqualification of the bid. In loco inspection may be conducted on short listed Service Providers

12.2 Evaluation as per PPPFA, Preferential Procurement Regulation 2022,

Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals. Bidders who do not claim specific goals will not qualify for preference points.

Matrix for evaluation

NO.	CRITERIA	POINTS
1.	Price	80
2	Specific Goals	20
2	SPECIFIC GOALS	NUMBER OFPOINTS
3	Gender	6
4	No Franchise	2
5	Disability	3
6	Locality (Chris Hani District)	6
7	Youth	3
	Total Points for Price & Specific Goals	100

- In order to obtain preference points for specific goals, bidders must complete SBD 6.1.
- Locality will be confirmed as follows:
 - The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the invitation to bid was published.*
 - *If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will be used as the only address to consider for awarding of locality points.*
- *A lease agreement where offices are lease together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the invitation to bid was published.*
- *Copy of water and lights account from the municipality (Municipal Account, NOT a councillor's letter) or Eskom statement. The proof of address must be in the name of the company.*

In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 30% interests in the JV

13. Bid Policies, procedures & Terms and Conditions-

In addition to those stipulated in any other sections of the bid documents, bidders must be especially aware of the following terms and conditions:

- 13.1 Quotations are valid for 90 days
- 13.2 The Department may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents or to call for any additional documents or to make presentation to it.
- 13.3 A contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points.
- 13.4 Bids submitted through facsimile, telegrams or e-mails will not be accepted.
- 13.5 No bids will be considered if submitted after closing time.
- 13.6 The Department reserves the right to award the bid to more than one bidder, or not to award it at all.
- 13.7 The Department reserves the right not to appoint a Service Provider with one or more similar contracts running concurrently within the Department.
- 13.8 The Department may, if necessary, negotiate a market related price in line with the Preferential Procurement Regulations 2022.

- 13.9 The Department will not award a contract to a bidder whose tax affairs are not in order.
- 13.10 This RFQ is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other legislation or special conditions of contract.

14. DISCLAIMER

- 14.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 14.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).



V.Dlova

Director: Supply Chain Management

18/11/24

Date

ANNEXURE A

1. EXPECTED DELIVERABLES

1.1.1 Spring Cleaning

Within the first week of the contract, a once off major clean-up of the site is expected and thereafter as stipulated below. The key focus areas for the once off clean-up will be on:

- i) Spring cleaning of offices, kitchens and boardroom.
- ii) Stripping of all old polish from doors not covered with carpets and re-applications of non-slip polish and rubbed up to a high gloss.
- iii) Steam cleaning of carpets, rugs including door mats.
- iv) Toilet areas.
- v) Curtains, pelmets and blinds.
- vi) Washing of interior walls.
- vii) High pressure cleaning of exterior walls, gutters and down pipes.
- viii) Pruning of trees, shrubs and cutting of grass.
- ix) Planting and maintaining of snake repellent plants around the perimeter fencing.
- x) Removal of weeds on paved areas and spraying of weed killer on all paved areas.
- xi) Cleaning of windows.
- xii) All GG vehicles are to be Valet at start of the contract. Thereafter, twice a week after consultation with the Office Manager.
- xiii) All partitions, dividing walls, plastered and painted walls and walls coated with a resin-bonded finish e.g. "Spectrum", shall be washed.
- xiv) All upholstery blinds and curtains must be washed at the start of the contract and half yearly thereafter depending on the environment which could require every three months.
- xv) Supply the bins and consumables related thereto in all female toilets.
- xvi) Provide, install and maintain the following dispensers:
 - Air freshener (Automated)
 - Paper towel
 - Toilet paper
 - Liquid hand soap
 - Seat disinfecting wipes
 - She Bins
- xvii) All the dispensers will remain the property of the department at the end of the contract.

1.1.2 Daily tasks include:

- i) Vacuum all rooms with carpets, rugs including door mats and providing carpet powder for offices.
- ii) Sweeping of all floors, steps, passages and stairs, ducts and porches and dusting-off and wiping over with a damp cloth of all furniture, handrails and windowsills so that the premises may be maintained throughout.
- iii) Dusting and polishing of furniture
- iv) Refuse including the contents of refuse bins and waste-paper baskets shall be removed and be cleaned.
- v) Dusting and wiping a damp cloth balustrade.
- vi) Toilets, sinks, showers must be free of residues, properly cleaned with anti-bacterial detergents daily. Clean all spots on the walls in the ablutions. Toilet pans and urinals shall be washed and disinfected daily.
- vii) Tiles and ceilings soffits must be free of stains.
- viii) All dirty crockery to be collected from offices and washed twice a day (morning & afternoon) and neatly stacked to a relevant area.
- ix) All plumbing defects be reported so as to report defects in time.
- x) Telephones must be wiped with cloth dampened with disinfectant.
- xi) All mirrors, glass partitions, handrails, push-and-kick-plates, handles, switches and control panels shall be wiped clean daily with a cloth

dampened with an approved disinfectant.

- xii) All microwaves, fridges and other kitchen electrical appliances must be cleaned in the offices.
- xiii) All upholstery blinds and curtains will be kept in a clean condition at all times.
- xiv) Spots, marks and stains shall be removed daily. This requirement is applicable to offices, passages, entrance halls, waiting rooms and other rooms frequented by staff or public.
- xv) Remove, Disinfect and replenish the bins.

1.1.3 Weekly tasks

- i) Removal of weeds, on paved areas and in Power beds, and spraying of weed killer on all paved areas in summer.
- (ii) Cleaning of all windows and glass doors in the buildings and main entrance (where applicable).
- (iii) Cleaning of government GG vehicles including wash & vacuum, apply tyre shine on all four tyres, apply dashboard polisher inside the vehicle.
- (iv) The schedule of cleaning must be agreed with the transport officer. Polish dashboard and tyres with SABS approved polish suitable for vehicles.
- {v) All wooden furniture shall be polished with an approved wax furniture polish.
- (vi) Internal and external fire escape stairs shall be swept and dusted. If required for a neat appearance it shall be wiped with a damp cloth.
- vii) Refuse-bins and waste-paper baskets shall be washed and disinfected.
- viii) Water-filters shall be washed out thoroughly with water and with an acceptable cleansing agent and well rinsed twice a week
- ix) Installation and Supply of disinfectant seat wipes by the bidder each cubicle.
- x) Refilling of air freshener dispenser.

1.1.4 Twice a month

- i) All brass on doors and window frames shall be polished with an approved polish twice a month.
- ii) Deep cleaning of all ablutions including floors and walls.
- i) The bidder will supply his own ladders and scaffolding. All work should be carried out in compliance with The Occupational Health and Safety Act. (OHSA 85 of 1993).
- ii) The dusting-off of surfaces higher than 2 metres off the floor shall be carried out once a month which shall include light fittings, Venetian blinds, high windowsills, on top of cupboards, shelves, etc., and where applicable on top of beams.
- iii) Un-plastered or rough textured walls that are inclined to collect dust shall be dusted at least once a month, or if required more often to maintain a high degree of neatness. This requirement is only applicable to offices, passages, entrance halls, ablutions, waiting rooms and other rooms frequented by staff or the public.
- iv) Ceilings shall be dusted and cleaned at least once a month or when need arises.
- v) Supply of 2 ply toilet paper which is SABS approved throughout the contract period, 4 per official per month.
- vi) Maintenance of air towels/blowers by the bidders in each block of ablutions. Supply 1 pack of paper towel per official per month.
- vii) The bidder must provide hand liquid soap and hand cream in each block of ablutions.
- viii) All shelves on which files are kept, and on top of shelves, shall be thoroughly dusted once a month.

ANNEXURE A - PRICING SCHEDULE

1. CLEANING OF OFFICES

AREA/SERVICE OFFICES	NUMBER OF STAFF AND OTHERS	SQUARE METERS	PRICE PER DAY PER M ² (Excl. VAT)	TOTAL PRICE PER MONTH (Excl. VAT)	TOTAL PRICE FOR 4 MONTHS (Excl. VAT)
Elliot Service Office	20	169m ²			
Total cost for cleaning services for 4 months (Exclusive of VAT)					R

2. LABOUR COSTS

DESCRIPTION	NUMBER OF CLEANERS	COST PER CLEANER PER MONTH (Excl. VAT)	TOTAL PRICE PER MONTH (Excl. VAT)	TOTAL PRICE FOR 4 MONTHS (Excl. VAT)
Cleaners	2			
Gardner				
Total cost of Labour Costs				R

3. TOILET PAPER

AREA/ SERVICE OFFICES	NUMBER OF STAFF AND OTHERS	NO. OF TOILET ROLLS FOR 4 MONTHS	PRICE PER TOILET PAPER ROLL (Excl. VAT)	TOTAL PRICE FOR 4 MONTHS (Excl. VAT)
Elliot Service Office	20			
Total cost of toilet rolls for 4 months (Exclusive of VAT)				R

4. CLEANING OF VEHICLES

AREA / SERVICE OFFICES	NO. OF VEHICLES	PRICE PER VEHICLE PER MONTH (Excl. VAT)	TOTAL PRICE FOR ALL VEHICLES PER MONTH (Excl. VAT)	TOTAL PRICE FOR CLEANING OF ALL VEHICLES FOR 4 MONTHS (Excl. VAT)
Elliot Service Office	1			
Total cost for cleaning of vehicles for 4 months (Exclusive of VAT)				R

5. GARDENING SERVICES

AREA/ SERVICE OFFICES	PRICE PER MONTH (Excl VAT)	TOTAL PRICE OF GARDENING SERVICES FOR 4 MONTHS (Exclusive of VAT)
Elliot Service Office		
Total cost for gardening services for 4 months (Exclusive of VAT)		R

6. COST SUMMARY

ITEM	QUANTITY	TOTAL PRICE FOR 4 MONTHS(Excl. VAT)
CLEANING SERVICES	169m ²	
LABOUR COSTS	2	
TOILET ROLLS		
CLEANING OF VEHICLES	1	
GARDENING SERVICES	Size to be verified during Compulsory site visit	
SUBTOTAL		
VAT		
GRAND TOTAL		

Name of Bidder: _____

Position: _____

Signature of Bidder: _____

ANNEXURE C: SITE INSPECTION (CHRIS HANI DISTRICT OFFICE)

RFQ NUMBER : _____

INSTITUTION VISITED: _____

This is to certify that a representative from

(NAME OF BIDDER)

has visited and inspected the office / institution on the:

(Date)_____

and has, therefore, acquainted him/herself with the facilities and circumstances.

Signature of bidder

Date

Departmental Office Stamp & Date

HEAD OF INSTITUTION

DATE: _____

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

***Delete if not applicable**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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

² 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.

contract.

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

1.7 A tenderer must submit, together with its tender, a copy of CIPC Registration document. In the case of sole propriety, copy of the applicable legal registration documentation must be submitted.

1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest

acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage owned
Gender (Women Ownership)	4		
Race (Black ownership)	3		
Disability	3		
Locality (Chris Hani District)	6		
Youth	4		
Total	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

ANNEXURE TO DSD 80/20 SBD 6.1 FORM

List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in Table 1.

	Name	Date/Position occupied in Enterprise	ID Number	Date that South African Citizenship was obtained	* HDI Status			% of business / enterprise owned
					No franchise prior to elections	Women	Disabled	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

*Indicate YES or NO

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE