



REQUEST FOR QUOTATION
for the supply of
PEST CONTROL SERVICES (36 MONTHS CONTRACT).

For

Artscape Theatre Centre

A National Public entity established in terms of the Cultural Institutions Act (Act No 119 of 1998)

1. INTRODUCTION AND BACKGROUND

Artscape is a facilitator of stage performances, community arts activities, training programmes, as well as audience development activities to sustain all forms of the performing arts. It is home to community arts programmes and houses the major independent performing arts companies in the Western Cape including Cape Town Opera, Cape Philharmonic Orchestra, Jazzart Contemporary Dance Company, Cape Town City Ballet, and Unmute Dance Company, most of which have their offices within the complex. In addition, Fine Music Radio has its broadcasting station within the Theatre Centre and the restaurant and bar facilities are franchised to CTICC.

The theatre complex comprises two major wings, the “opera” and “theatre” wings, five floors high. The building houses the theatre venues described above, offices, rehearsal rooms, store rooms, maintenance workshops, staff restaurant, large foyer spaces, conference rooms and Fine Music Radio Studios.

Artscape decided to do a consolidated procurement for the procurement of Pest Control Services at Artscape Theatre Centre and Epping Office so that it can realise the benefits of the strategic sourcing which includes the following:

- Realising Economies of scale (EOS)
- Reducing the cost of effort and administration
- Minimising price inconsistencies
- Increasing standardisation of common goods and services
- Reducing inconsistencies in application of policies



- Reducing inadequate contract management and service delivery
- Reducing inadequate inventory management

To supply pest control service in identified areas at the Artscape Theatre Centre and Epping Office.

The parties will agree, provided an agreement can be reached to the mutual satisfaction of each in regard to matters such as the specifications of the goods, the price to be paid therefore, the performance required and the delivery date.

ISSUE DATE: 09/09/2025

CLOSING DATE 16 /09/2025

2. SITE LOCATION FOR DELIVERY

3.

Artscape Theatre Centre

1 – 10 DF Malan Road

Foreshore

Cape Town

8000

Epping Office

32 Losack Avenue

Epping Industrial

Cape Town

8000

4. PROGRAMME FOR THE SUPPLY AND DELIVERY

The following key dates are applicable to this contract:

- Awarding of proposal: **September 2025**
- Issue an official order: **September 2025**
- Delivery of service: **From 01 October 2025 to 30 September 2028**
- Terms of Payment: **30 days from date of acceptance of invoice or statement whichever is agreed upon.**

5. SECTION 1: SCOPE OF WORKS AND DETAILED SPECIFICATIONS.

5.1 Intent of the document

To outline the requirements for the supply of pest control service in identified areas at the Artscape Theatre Centre DF Malan Street, Foreshore, Cape Town and Epping Office, 32 Losack Avenue, Epping Industrial.



5.2 Summary of Scope of Work and Pricing

4.2.1 Specifications:

The necessary Treatment required should be for:

- Cockroaches
- Rodents
- Fleas
- Rats

Effective Servicing of Bait stations. We have 50 bait stations at Artscape premises.

ARTSCAPE EPPING OFFICE

Delivery of Service: Losack Avenue, Epping Industria

Areas to be treated against Rodents, Rats, Cockroaches on a Monthly basis.

LOCATION	SERVICE TYPE REQUIRED
Admin Building	Flies/ Mice
Reception and Office	Flies/Mice
Manager's Office	Flies
Staff Canteen	Cockroaches /Flies/Rats
Props Hiring Store	Flies / Cockroaches / Mice
Props Hiring Office	Flies / Cockroaches / Mice/Rats
Kitchen	Cockroaches / Flies



Ladies Toilets	Flies
Gents Toilets	Flies
Storerooms	Cockroaches/ Mice
First Aid Room	Cockroaches / Flies
Two (2) Offices	Flies
UPSTAIRS	
Prop Storage	Flies / Cockroaches / Mice
Orchestra Library	Flies / Cockroaches / Mice
PAINT SHOP	
Work Area	Cockroaches / Mice
Paint Shop Office	Mice / Flies
Canteen	Cockroaches / Flies
Workshop	Cockroaches / Mice
Canteen	Flies/Cockroaches
X2 Offices	Flies
Prayer Area	Flies/ Mice
X4 Toilets	Flies



Floor Area	Cockroaches / Mice
Set Storage	Flies/Mice
Prop Storage	Flies/ Mice
Total Per Month	

Note: Treatment against Fleas need to be carried out every 3 Months on a Quarterly basis.

ARTSCAPE THEATRE CENTRE

DF Malan Road, Foreshore, Cape Town

Areas to be treated against Rodents, Fleas, Flies and Cockroaches on a regular basis

LOCATION	SERVICE TYPE REQUIRED
Opera 5th Floor	Flies/Mice
Administration Block–All Carpet Areas	Flies / Cockroaches
Kitchen	Flies/Cockroaches
Ladies Toilet	Flies
Gents Toilet	Flies
Toilet for Disabled	Flies
Lift Motor Room	Flies/Cockroaches
Electrical / Fire Ducting	Cockroaches / Mice



Filing Storeroom	Cockroaches / Flies/
X2 Fan Rooms	Cockroaches/ Mice
Side Slots & Cross Over Walkway	Cockroaches
Follow Spot Lights	Cockroaches / Flies/ Mice
Opera 4th Floor	
Admin Offices	Flies
Kitchenette	Flies/Cockroaches
Electrical Ducting	Cockroaches / Mice
Laundry Room	Cockroaches
Opera Auditorium/Theatre and Arena Auditorium	Flies/Cockroaches
3rd Floor	
Rehearsal Rooms	Cockroaches / Flies
Ladies Toilet	Cockroaches / Flies
Gents Toilet	Cockroaches / Flies
Disabled Toilet	Cockroaches / Flies
Rehearsal Rooms 301/, 306, 308	Cockroaches / Flies
Air Condition Ducting	Cockroaches / Mice
Wardrobe Room	Cockroaches / Flies



Kitchen	Flies/Cockroaches
Office	Flies/Cockroaches
2nd Floor	
Office Area	Cockroaches / Flies
Kitchen	Flies / Cockroaches
Manager's Office (Supercare)	Cockroaches / Flies
Ladies Toilet	Flies / Cockroaches
Gents Toilet	Flies / Cockroaches
Electrical & Pipe Ducting	Flies / Cockroaches
Dressing rooms	Cockroaches / Flies
1st Floor	
Green Room / Dressing Rooms	Cockroaches / Flies
Electrical & Pipe Ducting	Cockroaches / Mice
Ladies Toilet	Flies
Gents Toilet	Flies
Kitchen	Cockroaches / Flies
IT Room Ducting	Cockroaches



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Open Plan Office	Flies/Cockroaches
Kitchenette	Cockroaches / Flies
Boardroom	Flies
Marble Foyer	
Ladies Toilet	Flies
Gents Toilet	Flies
Store under Stairs	Cockroaches/ Mice
Isibaya Room	Flies
Isibaya Kitchen	Flies/Cockroaches
FMR Storerooms	Cockroaches
Ground Floor	
Ladies Toilet	Flies
Gents Toilet	Flies
Cloakroom	Cockroaches
Technical Workshop	Cockroaches
Boiler Room	Cockroaches
Technical Office	Cockroaches / Flies



Restaurant Manager's Office	Cockroaches / Flies
Electrical Ducting	Cockroaches / Mice
Security Control Room	Flies / Cockroaches
Electrical /Pipe Ducting	Cockroaches / Mice
Dressing Rooms	Flies/ Cockroaches
Ladies Toilets	Flies
Gents Toilets	Flies
Opera Dock Door	Mice/ Rats
X2 Lighting Storerooms	Mice / Cockroaches
Restaurant	Cockroaches / Mice
Bar Area	Cockroaches / Mice
Kitchen	Cockroaches / Mice
Store & Dishwasher Area	Cockroaches / Mice
Chandelier Foyer Balcony – Carpeted Areas	Flies/Cockroaches
Ladies Toilets	Flies
Gents Toilets	Flies
Electrical/Pipe ducting	Cockroaches / Mice



Opera Ground Floor	
Boiler Room	Cockroaches / Mice
Stage Mechanical Control Room	Cockroaches / Mice
Electrical Department	Cockroaches / Mice
Stage Electrical Control Room	Cockroaches / Mice
Orchestra Rehearsal Rooms 3, 4,5 &6	Cockroaches / Flies
Ladies Toilets	Flies
Gents Toilets	Flies
Stage-hands Cloak Room & Toilets	Cockroaches
First Aid Room	Flies/Cockroaches
Storeroom	Cockroaches
Stage Door	
Aircon Ducting	Cockroaches / Mice
Fire Hose Ducting	Mice/Cockroaches
Electrical DB	Mice / Cockroaches
Storerooms	Mice / Cockroaches
Waste Bin area	Rats
Opera	



Bar & Kitchen	Mice / Cockroaches
Storeroom	Mice / Cockroaches
Wash-Up Area	Mice / Cockroaches
Serving Area	Cockroaches
Theatre Section 4th Floor	
Project Office	Flies/Cockroaches
Server Room	Cockroaches
Kitchen	Cockroaches
Open plan office	Flies/Cockroaches
Project Office Boardroom	Flies/Cockroaches
Business Manager Office	Flies
Ladies Toilets	Flies
Gents Toilets	Flies
Reception Area	Flies/Cockroaches
Instruments Room	Cockroaches
Kitchenette	Cockroaches
Jazz Art 5th Floor	



Rehearsal Rooms 551,552,553	Cockroaches
Office	Flies
Boardroom	Flies
Kitchenette	Cockroaches
Electrical Ducting	Cockroaches / Mice
Fire Hose Ducting	Cockroaches / Mice
Storeroom (551)	Cockroaches / Mice
Unmute	
Ladies Toilet	Flies
Gents Toilet	Flies
Disabled Toilet	Flies
Elect/Aircon Ducting	Cockroaches / Mice
H/T Room	Mice / Cockroaches
Maintenance Storeroom	Mice / Cockroaches
All Toilets	Flies
Thyristor Room	Mice / Cockroaches
Boiler Room	Mice / Cockroaches



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Electrical Ducting	Mice / Cockroaches
Laundry Room	Mice / Cockroaches
Tunnel Area	Mice / Cockroaches
Security Cloakroom	Mice / Cockroaches / Flies
Cleaners Cloakroom & Toilets	Mice / Cockroaches / Flies
Resource Centre	
Reception	Cockroaches / Flies
Boardroom	Flies/Cockroaches
Manager's Office	Flies
Open plan Area	Cockroaches / Flies
Storeroom	Cockroaches
Creative Space	Cockroaches / Flies
Artscape live	
Seating Area	Flies/Cockroaches
Scullery	Cockroaches / Flies
Food Service Area	Cockroaches / Flies
Food Preparation Area	Cockroaches / Flies



Db Closet	Cockroaches
Chemical Store	Cockroaches
Manager's Office	Cockroaches / Flies
Dry Goods Store	Cockroaches / Mice
Electrical /Pipe Ducting	Cockroaches / Mice
Total per month	

ADMINISTRATIVE AND STATUTORY DOCUMENTS	
Please Tick Applicable	
SBD 4	YES/NO
SBD 6.1	YES/NO
SBD 8	YES/NO
SBD 9	YES/NO
CSD (Central Supplier Database) Proof of Registration (www.csd.gov.za)	YES/NO
Certified BBBEE Certificate	YES/NO
SARS TAX STATUS PIN	YES/NO
RETURNABLE DOCUMENTS SCHEDULE	
Note: Compulsory to submit all returnable documents	
Company Profile	YES/NO
The bidder must submit a portfolio reflecting the resources available to execute the project.	YES/NO
A Portfolio of projects covering a similar scope and works (Restricted to a minimum of 3 projects)	YES/NO



A List of 3 (three) contactable references contacted for quality of work delivered	YES/NO
Proof of address to demonstrate that primary place of business is based within 60km of Artscape has been provided	YES/NO
Public Liability Insurance	YES/NO
Health and Safety Plan	YES/NO

4.2.2 Service and Activities Reports

- Individual reports for each area to be issued after each service

6. EMERGENCY CALL-OUTS

The appointed service provider should be available when called out for any emergencies.

7. GEOGRAPHICAL REQUIREMENTS

The head office of the service provider must be within a 60km radius of Artscape Theatre Centre.

8. DISQUALIFICATION

No late submissions will be considered.

9. INTELLECTUAL PROPERTY

All the information contained in this document is intended solely for the purposes of assisting bidders to prepare their proposals. Any use of the information contained herein for other purposes than those stated in this document are prohibited.

10. SAFETY AND HEALTH ADMINISTRATION

The contracted supplier is solely responsible for the safety and well-being of its employees when working at Artscape.

11. GENERAL OBLIGATIONS

10.1 Client (Operational Responsibilities)

All services to be undertaken by the service provider, whether it is routine maintenance, or attendance to failure, shall be inspected by SHE Manager. Only after the successful inspection of such work shall payment certification is made. It shall be the service provider's responsibility to advise the SHE Manager of



the completion of all such work that it is ready for inspection. Completed work will have to be supported with work works instructions, closing times and execution survey forms.

All instructions given to the service provider shall be by the SHE Manager. Instructions will be generated by the SHE Services Division and forwarded to the Service provider's office where after the service provider is expected to immediately signs the Services Instruction and return the same to SHE Manager's office as acknowledgement of receipt thereof. The SHE Manager and his duly appointed assistants who will monitor the service provider's performance with respect to response time in attending to any instruction.

It shall be SHE Manager's responsibility to provide a job-tracking system to ensure that services is effectively carried out and satisfactorily completed.

The SHE Manager reserves the right to call on professionals to provide diagnostic reports in the case of serious violations and malpractice on the part of the service provider

10.2 Client (Administrative Responsibilities)

The Client will make payments for works completed to the satisfaction of the Client. The Client's SHE Manager will be responsible for Client liaison and various other duties as follows:

- To provide access to all areas at programmed dates or as required.
- To maintain a service completed register. No agreement as to the time spent or the quality of the work is inferred.
- Monitoring and supervision of all work, materials used, and labor spent shall be undertaken by the SHE Manager of the Client.
- The SHE Manager will be notified timeously by service provider's staff in the event of breakdowns in order to instruct the on-site maintenance team accordingly.
- Water and electrical power required for carrying out the service contract be provided free of charge by the Client.

10.3 SERVICE PROVIDER (Operational Responsibilities)

The Service provider shall take all reasonable steps to ensure that the service is carried out in an efficient and economic manner and with a minimum of inconvenience to the Client's operations. The Client shall provide such facilities and shall accede to such requests as may be considered reasonable to enable the Service provider to achieve the above objectives.



The Service provider shall perform all services during normal working hours (08:00 am till 16:30 pm) and shall endeavor to keep his/her/their operations operable at all times. Where this is not possible, down times shall be at an absolute minimum.

The Service provider shall carry out his/her/their services as and when required by the Client. The Client's SHE Manager reserves the right to obtain the services of an alternative service provider should the service provider fail to carry out the service within the scheduled time frame, unless the Service provider is prevented from carrying out his obligations by factors beyond its control.

The Service provider undertakes to carry out his/her/their work to the best of his/her/their ability and with due diligence. Should the Service provider fail in this obligation towards the Client, the Client reserves the right, to immediately employ the services of an alternative service provider and terminate the contract agreement.

The service provider shall use only trained personnel with experienced in their particular field. The service provider shall be equipped fully with regard to skilled labour, the necessary materials on site, plant and equipment. The Service provider's rates shall include all the above including his profit and overheads. The Service provider shall be responsible for any damage to the Client's building, plant and equipment arising directly from negligence on his part.

The Service provider will ensure that all materials purchased for the job shall be of good quality and the best available.

10.4 SERVICE PROVIDER (Administrative Responsibilities)

The agreed price for work undertaken shall be fixed for 36 months and subject to renegotiation if the contract is renewed.

At the outset, the Service provider must provide the Client with the services of a competent Pest control service team and supervisors to be constantly in charge of all services to be undertaken.

The supervisor will be responsible for the quality of workmanship. Furthermore the supervisor must check that all services has been properly undertaken

The Service provider will be responsible to the Client as follows:



- Confirming programmed work dates are acceptable.
- Processing invoices promptly.

The Service provider shall ensure that all services done shall be in conformity with the special requirement regarding the environmentally sensitive areas. Comply with SHE Management Quality Control Mechanism.

12. HANDLING OF CHEMICALS

Only effective insecticides and rodenticides should be used. Insecticides and rodenticides must be clearly labelled as prescribed. Empty poison containers must be effectively disposed of as per legislation.

Label Colour	Trade Name	Active Ingredient	Reg. No	Formulation	Target Pests	Concentration
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COLOR CODES

TOXIC / GIFTIG
HARMFUL / SKADELIK
CAUTION / VERSIGTIG
SAFE

13. PENALTY FOR LATE DELIVERY.

Artscape shall apply a monetary penalty based on the contract price and calculated using the current prime



interest rate for every day of late deliver of goods or service. (Reference: to Clause 22 of the General Conditions of Contracts (GCC) of the National Treasury).

14. SUBMISSION AND CLOSING DATE AND TIME

Final signed Request for Proposal, including supporting documentation, must emailed on or before **17 September 2025 at 13:00**. The Request for Proposal must be emailed to scm@artscape.co.za

15. CONTENTS OF PROPOSALS

Proposals shall include all relevant information about the bidder, which is thought appropriate to assist Artscape to assess its capabilities, capacity, outputs, value adding abilities, competitive advantage, etc.

Signed _____
 Company _____
 Name _____
 Date _____

Central Supplier Database Registration (CSD) no:

M										
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CSD 36 digit security

code: _____

(Company Stamp)



SBD 4

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.



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.

- 3.6 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



SBD 6.1

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.

b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

2. DEFINITIONS

“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;

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1.1. POINTS AWARDED FOR PRICE



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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest 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 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 the 80/20 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 the 80/20 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 and 80/20 preference point system.



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

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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)
B-BBEE Status level 1 = 20 points B-BBEE Status level 2 = 18 points B-BBEE Status level 3 = 14 points B-BBEE Status level 4 = 12 points B-BBEE Status level 5 = 8 points B-BBEE Status level 6 = 6 points B-BBEE Status level 7 = 4 points B-BBEE Status level 8 = 2 points Non-compliant contributor = 0 point	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:

.....



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.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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



SDB9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder