

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS					
BID NUMBER:	DHA14-2021	CLOSING DATE:	01 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING SERVICES IN KWAZULU--NATAL PROVINCE FOR VARIOUS BUILDINGS AND MOBILE TRUCKS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Home Affairs,					
Pietermaritzburg Provincial Office					
181 Church Street					
Pietermaritzburg					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nico Masango		CONTACT PERSON	Naveen Singh	
TELEPHONE NUMBER	012 406 2789		TELEPHONE NUMBER	033 845 5024	
E-MAIL ADDRESS	<a href="mailto:Nico.masango@dha.gov.za">Nico.masango@dha.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Naveen.singh@dha.gov.za">Naveen.singh@dha.gov.za</a>	
SUPPLIER INFORMATION					
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

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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 THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**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.**

**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 PIN 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."

**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: .....

## I INSTRUCTIONS TO BIDDERS

### A THE TENDER DOCUMENTS

#### Rules for Bidding

- 1.1. The Department is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Department decide not to proceed with the tender.
- 1.3. The Department also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement. The Department will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit a valid original tax clearance certificates.
- 1.7. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.8. The service provider and its affiliates are disqualified from providing goods, works and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- 1.9. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.
- 1.10. The Department reserves the right to return late bid submission unopened.
- 1.11. Firms may not contact the Department on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 1.12. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

## Conditions of the Tender

- 1.13. The General Conditions of contract, as attached will apply.
- 1.14. The Department will become the owner of all information, documents, programmes, advice and reports collected and compiled by the service provider in the execution of this tender.
- 1.15. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Department and may not be reproduced or distributed or made available in any other way without the written consent of the Department.
- 1.16. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Department.
- 1.17. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- 1.18. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.

## Cost of Bidding

- 1.19. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

## Content of Tender Documents

- 1.20. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:
  - i. Instruction to Bidders;
  - ii. Technical Bid;
  - iii. Terms of Reference;
  - iv. Evaluation Criterion;
  - v. Financial Bid;
- 1.21. The Bidder is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

## Clarification of Tender Documents

- 1.22. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.
- 1.23. **There will be no briefing session.**

## **Amendment of Tender Documents**

- 1.24. At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- 1.25. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.
- 1.26. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department, at their discretion, may extend the deadline for the submission of bids.

## **B. PREPARATION OF BIDS**

### **Language of Bid**

- 1.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Department shall be written in English.

### **Documents Constituting the Bid**

- 1.2. The bid prepared by the Bidder shall comprise the following components:
  1. **Technical Bid, including:**
    - i. Invitation to Bid (SBD 1)
    - ii. Original Tax Clearance Certificate
    - iii. Declaration of Interests(SBD4)
    - iv. Preferential Points Claim Forms (SBD 6.1)
    - v. Declaration of past Supply Chain Management practices (SBD8)
    - vi. Certificate of independent bid determination (SBD9)
    - vii. General Conditions of contract
    - viii. Completed Technical Specification Document
  2. **Financial Bid, comprising:**
    - i. Price Schedule – Professional services (SBD 3.3)

### **Bid Prices**

- 1.3. Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
  1. All duties and other taxes;
  2. The price of transportation, insurance and other costs incidental to delivery of the services to their final destination;
  3. The price of any other incidental services required in terms of the tender deliverables;
- 1.4. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 1.5. A bid submitted with a variable price quotation will be treated as non-responsive and rejected.

- 1.6. Prices shall be quoted in South African Rands.
- 1.7. The Department has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

### **Period of Validity of Bids**

- 1.8. Bids shall remain valid for 90 days after the closing date of bid prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 1.9. In exceptional circumstances, the Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

### **Format and Signing of Bid**

- 1.10. The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Original Technical Bid" and "Original Financial Bid", as appropriate. In the event of any discrepancy between them, the original shall govern. **Apart from hard copies, a copy should also be provided on CD or USB.**
- 1.11. The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.12. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

### **Sealing and Marking of Bids**

- 1.13. The original of the Technical Bid shall be placed in a sealed envelope clearly marked Technical Bid and original of the Financial Bid shall be placed in a sealed envelope clearly marked Financial Bid and warning "Do not open with Technical Bid". All the inner envelopes shall then be placed into an outer envelope. The inner and outer envelopes shall be addressed to the following address:

Department of Home Affairs  
181 Church Street  
Pietermaritzburg  
3201

- 1.14. The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- 1.15. If the outer envelope is not sealed and marked as required by the clause, the Department will assume no responsibility for the bid's misplacement or premature opening.
- 1.16. **Faxed or emailed bids will not be accepted.**

## **Closing Date of Bids**

- 1.17. Bids (Technical and Financial) must be received by the Department at the address specified under clause 1.13 above. In the event of the specified date for the submission of Bids being declared a holiday for the Department, the Bids will be received up to the appointed time on the next working day.
- 1.18. The Department may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **Late Bids**

- 1.19. Any bid received by the Department after the deadline for submission of bids prescribed by the Department, will be rejected and/or returned unopened to the Bidder.

## **Modification and Withdrawal of Bids**

- 1.20. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bids.
- 1.21. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 6. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 1.22. No bid may be modified subsequent to the deadline for submission of bids.
- 1.23. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the Invitation to Bid form.

## **C. EVALUATION OF BIDS**

### **Clarification of Bids**

- 1.1. During evaluation of bids, the Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

### **Preliminary Examination**

- 1.2. The Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.

- 1.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **Evaluation and Comparison of Bids**

- 1.5. The Department will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Department.
- 1.6. The Department's evaluation of a financial bid will take into account information to be provided on the SBD 3.3.

### **Contacting the Department**

- 1.7. Subject to clause 1.1 above, no Bidder shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
- 1.8. Any effort by a Bidder to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

## **D. AWARD OF CONTRACT**

### **Post qualification**

- 1.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.
- 1.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.
- 1.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

### **Department's right to vary Quantities at Time of Award**

- 1.4. The Department reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

**Department's right to accept or reject any or all Bids**

- 1.5. The Department reserves the right to:
1. Accept or reject all or individual items of this bid;
  2. Accept one or more bids submissions reject individual items;
  3. Request clarification or further information regarding any item in the Proposal;
  4. Request further information from any bidder after the closing date;
  5. Accept a bid that may not reflect the lowest pricing;
  6. Consider any bid that may not conform to any aspect of this bid;
  7. Annul the tender process and reject all bids at any time prior to contract award;
  8. Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
  9. Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

**Notification of Award**

- 1.6. Prior to the expiration of the period of bid validity, the Department will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 1.7. The notification of award will constitute the formation of the Contract.

**Signing of Contract**

- 1.8. At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 1.9. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Department.

**Termination of Service**

- 1.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract, shall be applicable.
- 1.11. Should the Department, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Department shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service

provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favourable bid.

### **Unsatisfactory Performance**

1.12. Failure to comply with the conditions of the contract, the Department shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

### **Assignment**

1.13. The contractor shall not, without prior written authority of the Department, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.



**home affairs**

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Department:  
Home Affairs  
**REPUBLIC OF SOUTH AFRICA**

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**TERMS OF REFERENCE**

**DHA14-2021**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING SERVICES IN KWAZULU-NATAL PROVINCE FOR VARIOUS BUILDINGS AND MOBILE TRUCKS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**CLOSING DATE AND TIME OF BID:**

**01 October 2021 at 11h00**

**No briefing session will be held.**

**BID VALIDITY PERIOD: 90 DAYS**

**Department of Home Affairs  
Supply Chain Management**

## TERMS OF REFERENCE

### OBJECTIVE

1. The objective of this tender is to invite bids from suitable service providers to provide cleaning services for Department of Home Affairs in Kwazulu-Natal province for a period of 36 months in the following districts:
  - a) Ethekwini District – six (6) offices and zero (0) mobile trucks
  - b) Harry Gwala District – Two (2) offices and zero (0) mobile trucks
  - c) Illembe District - Three (3) offices and zero (0) mobile trucks
  - d) King Cetshwayo District – Four (4) offices and zero (0) mobile trucks
  - e) Ugu District – Two (2) offices and zero (0) mobile trucks
  - f) Uthukela District – One (1) office and zero (0) mobile trucks
  - g) Umgungundlovu District – Three (3) offices and zero (0) mobile trucks
  - h) Umkhanyakude District – Seven (7) offices and two (2) mobile trucks
  - i) Umzinyathi District – Three (3) offices and one (1) mobile truck
  - j) Zululand District – Five (5) offices and two (2) mobile trucks

### BACKGROUND

2. The cleaning service is required in **one (1) Metros and nine (9) Districts** as disclosed in the tables below:

A.	B. ETHEKWINI METRO MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
1. PROSPECTON	1 Prospecton Place, Prospecton, Isipingo 4113	540 m <sup>2</sup>	1	5 times a week (Monday, to Friday)
2. ETHEKWINI (UMGENI)	350 Umgeni Road, Greyville, Durban,	3185 m <sup>2</sup>	3	5 times a week (Monday, to Friday)
3. TONGAAT	3 Maharaj Street, Ghandis Hill, Tongaat	696 m <sup>2</sup>	1	5 times a week (Monday, to Friday)
4. DURBAN HARBOUR, IMMIGRATION SERVICES	Customs & Excise Building Bay Terrace Street South Beach, Durban	883m <sup>2</sup>	2	5 times a week (Monday, to Friday)
5. CHATSWORTH	6 Bhaktivedantha Swami Circle, Chatsworth	150 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
6. UMBUMBULU	R603 Umbumbulu Magistrate Court Buildings, Umbumbulu	162 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Zero Mobile Trucks</b>		No Mobile trucks stationed at these offices		

C.	D. HARRY GWALA DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
7. BULWER	101 Jackson Street, Bulwer	120 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
8. HIMEVILLE	3 Old Main Road, Underbeg	12 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Zero Mobile Trucks</b>	No Mobile trucks stationed at these offices			

E.	F. ILLEMBE DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
9. SUNDUMBILI	12 Nkonjane Street, Sundumbili	39 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
10. NDWEDWE	P100 Main Road, Ndwedwe	780 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
11. MAPHUMULO	R74 Old Main Road, Maphumulo Magistrate Court	18 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Zero Mobile Trucks</b>	No Mobile trucks stationed at these offices			

## DHA14-2021

G.	H. KING CETSHWAYO DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
12. MELMOTH	16 Opposition Street, Melmoth	150 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
13. ESIKHAWINI	Esikhaweni Magistrate Building, Ilanda Street, Esikhawini	31 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
14. NKANDLA	Nkandla Magistrates Building, Ndlayingubo Road, Nkandla	53 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
15. RICHARDS BAY	3 Aloe Loop Street, Richards Bay	1360 m <sup>2</sup>	2	5 times a week (Monday to Friday)
<b>Zero Mobile Trucks</b>		No Mobile trucks stationed at these offices		

I.	J. UGU DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
16. HARDING	Livingston Street, Harding	80 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
17. UMZUMBE	Umzumbe Magistrate Court	55 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Zero Mobile Trucks</b>		No Mobile trucks stationed at these offices		

K.	L. UTHUKELA DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
18. ESTCOURT	16 Opposition Street, Melmoth	150 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Zero Mobile Trucks</b>		No Mobile trucks stationed at these offices		

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M.	N. UMGUNGUNDLOVU DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
19. NEW HANOVER	Old Greytown Main Road, New Hanover	248 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
20. UMGUNGUNDLOVU	181 Church Street, PMB 3201	2588 m <sup>2</sup>	2	5 times a week (Monday to Friday)
21. RICHMOND	41 Victoria Street, Richmond	172 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Zero Mobile Trucks</b>		No Mobile trucks stationed at these offices		

O.	P. UMKHANYAKUDE DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
22. MBAZWANA	Lot 749 Thusong Center, Sodwana Road Mbazwana	150 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
23. HLABISA	Lott 228, Heriot Street, Hlabisa	105 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
24. KWANGWANASE	Thengani Area, Manguzi Magistrate Building Kwangwanase	74 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
25. JOZINI	Circle Street Bottom Town, Jozini	156 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
26. HLUHLUWE	ERF 23&24, Old Main Road, Hluhluwe	827 m <sup>2</sup>	2	3 times a week (Monday, Wednesday and Friday)
27. MTUBATUBA	32 Oriole Centre Jan Smuts Avenue, Mtubatuba	1045 m <sup>2</sup>	2	5 times a week (Monday to Friday)
28. BHAMBANANA	Bhambanana Training Centre, Ingwavuma, 3968	350 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Two (2) Mobile Trucks</b>		Two (2) Mobile trucks stationed at Jozini and Mtubatuba offices and will have to be cleaned on each visit.		

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Q.	R. UMZINYATHI DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
29. GREYTOWN	129 Voortrekker Street, Greytown	258 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
30. NQUTHU	Babanango Road, Magistrate Building, Nqutu	233 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
31. DUNDEE	34 Wilson Street, Dundee	685 m <sup>2</sup>	2	3 times a week (Monday, Wednesday and Friday)
<b>One (1) Mobile Truck</b>		One (1) Mobile truck stationed at Nquthu office and will have to be cleaned on each visit.		

S.	T. ZULULAND DISTRICT MUNICIPALITY			
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF EMPLOYEES REQUIRED	SERVICE required PER WEEK
32. EMONDLO	Block B Gobinsimbi Stree, Emondlo	88 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
33. MAHLABATHINI	Mahlabathini Magistrates Building, Mahlabathini	54 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
34. NONGOMA	96 Main Road Magistrate Building, Nongoma	17 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
35. ULUNDI	King Dinuzulu Highway, Administration Building, Ulundi	800 m <sup>2</sup>	2	5 times a week (Monday, to Friday)
36. PAULPIETERSBURG	21 Corner Kruger & Joubert Street, Paulpietersburg, 3180	681 m <sup>2</sup>	1	3 times a week (Monday, Wednesday and Friday)
<b>Two (2) Mobile Trucks</b>		Two (2) Mobile trucks stationed at Nongoma and Ulundi offices and will have to be cleaned on each visit.		

**SCOPE AND EXTENT OF THE TENDER**

3. The successful bidder will be responsible for provision of cleaning service, cleaning equipment and cleaning materials and consumables.:

- Activities to be provided on every visit (daily checklist)

**All floors, surfaces, tools and equipment to be cleaned with at least 70% alcohol hand and surface sanitizer as per COVID-19 requirements. All cleaning materials, consumables and equipment must be provided by the service provider.**

TYPE OF AREA	SERVICE LEVEL	FREQUENCY
This service will apply to the entire office including the public area and the individual offices within the office environment.		
Floors – Ceramic, Vinyl, Wooden, Porcelain Tiles, Carpets	Ceramic & Porcelain tiles - Sweep and mop with appropriate cleaning detergent which is COVID-19 compliant	Every Visit
	Carpets - Clean and vacuum carpets floors with industrial vacuum cleaner.	Every Visit
	Vinyl – Sweep and mop with appropriate cleaning detergent which is COVID-19 compliant. Scrub with appropriate stripper, as and when required, and industrial scrubbing machine	Every Visit
	Wooden - Sweep and mop with appropriate cleaning detergent which is COVID-19 compliant	Every Visit
Hand Rails and photo/picture frames and hanging art work	Dust and wipe down with COVID-19 compliant cleaning materials	Every Visit
Terminal Seater chairs / benches	Dust and wipe down with COVID-19 compliant cleaning materials	Every Visit
Office signage	Dust and wipe down with COVID-19 compliant cleaning materials	Every Visit
Glass Doors, Glass Windows, Glass Partitions, Desk Shields	Clean glass areas with appropriate cleaning detergent which is COVID-19 compliant and shine them.	Every Visit
Photo booth	Dust and wipe down with COVID-19 compliant cleaning materials	Every Visit
Doors, Door Handles, Light Switches, Window Frames	Clean with appropriate cleaning detergent which is COVID-19 compliant	Every Visit
Counter Tops, Cabinets, Telephone Instruments, Furniture and Equipment	Clean and disinfect with appropriate cleaning detergent which is COVID-19 compliant	Every Visit
	Dust all surfaces including cabinets and desk surfaces.	Every Visit
	Polish furniture with furniture polish weekly.	Weekly
Dustbins	Empty dustbin. Wash and disinfect dustbin inside and outside with appropriate cleaning detergent which is COVID-19 compliant  Collect all refuse bags and place in main office bin for collection by Municipality  Provide bins for used COVID 19 Personal Protective Equipment (e.g. surgical masks, hand gloves, paper towels etc.) and dispose the items in accordance with Disposal Waste Management Regulations.	Every Visit
	Replenish plastic bag inside the dustbin	Every Visit
Ablution Facilities - Basins, Urinals And Toilet Bowls, Hand	The ablution facilities floors should be cleaned as per the description provided above.	Every Visit

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<p>Wash Soap Holders, Towel Holders And Toilet Paper Holders</p>	<p>Wash and disinfect toilet bowl and cistern with appropriate detergent and disinfect it with appropriate disinfectant</p> <p>Wash and disinfect urinals with appropriate detergent and disinfect it with appropriate disinfectant</p> <p>Wash and disinfect all basins and taps with appropriate detergent and disinfectant.</p> <p>Clean the mirrors, walls, doors, decorative items and door handles with appropriate detergent and disinfectant.</p> <p>Replenish all consumables i.e. toilet paper, hand paper towels for drying hands, duo block in the urinal etc.</p> <p>Empty and clean the dustbins.</p> <p>Toilet refreshing sprays with automatic dispensing unit installed by service provider and replenished. (to remain the property of the department after contract end.)</p> <p>Clean the window sills and wipe and clean the windows</p>	<p>Every Visit</p>
<p>Staircases floors, handrails and passages</p>	<p>Clean and disinfect staircase with appropriate cleaning detergent which is COVID-19 compliant</p> <p>Wipe clean and disinfect the hand rails with appropriate cleaning detergent which is COVID-19 compliant</p>	<p>Every Visit</p>
<p>Kitchens – Over and Above Standard Cleaning</p>	<p>Wash crockery, cutlery and glassware, microwaves, fridges, stoves (no personal crockery, cutlery and glassware, containers such as Tupperware etc should be washed)</p>	<p>Every Visit</p>
	<p>Wash and wipe - shine interior and exterior of cupboards and keep in a tidy and organized manner</p>	<p>Every Visit</p>
	<p>The kitchen floors should be cleaned as per the description provided above.</p>	<p>Every Visit</p>
	<p>Wash dish towels</p>	<p>Every Visit</p>
	<p>Clean and disinfect the sink with COVID-19 compliant detergents.</p>	<p>Every Visit</p>
<p>Store Rooms</p>	<p>The storeroom floors should be cleaned as per the description provided above.</p>	<p>Every Visit</p>
	<p>Dust all interior areas</p>	<p>Every Visit</p>
	<p>Remove all unwanted items when identified by Home Affairs officials</p>	<p>Every Visit</p>
<p>Yard – outside the office and parking area</p>	<p>Sweep and pick up all dirt outside the office and in the parking areas. Keep the exterior are clean and tidy.</p>	<p>Every Visit</p>

## SPECIAL CONDITIONS OF CONTRACT

4. The following special conditions will be applicable to this bid. The service provider must:
- a) Provide cleaning service in a courteous and professional manner.
  - b) Provide cleaning services in accordance with the agreed schedule per office during week days (Note: Only SABS approved products to be used).
  - c) Manage internal disputes among his/her staff such that Home Affairs is not affected by those disputes.
  - d) Comply with Home Affairs security and all other policies, procedures, and regulations.
  - e) Not make use of fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning services.
  - f) Provide and display warning sign when cleaning is in progress.
  - g) Not use equipment, utensils or chemicals that may damage property, persons or other contents in the offices.
  - h) Not use poisonous or highly inflammable substances without the written consent of Home Affairs.
  - i) Ensure that all work performed and all equipment used on site is in compliance with the Occupational Health and Safety Act no. 85 of 1993 and any regulations promulgated in terms of this Act.
  - j) Provide and keep cleaning equipment in good working condition at all times.
  - k) Provide cleaners with uniform and identity which states the name of the service provider(s).
  - l) Provide cleaners with personal protective clothing.
  - m) Ensure that Home Affairs is informed of any replacement or removal of staff.
  - n) Ensure that health and safety of work environment is adhered to.
  - o) Provide cleaning materials/consumables at all times and when necessary.
  - p) Comply with all laws and regulations of the department.
  - q) Should location of the office change the service provider will be informed of the new address and to perform work at the new premises.
  - r) The service provider(s) may not recruit or shall not attempt to recruit an employee of the Department of Home Affairs for purposes of preparation of the bid or for the duration or the execution of this contract or any part thereof.
  - s) The Department of Home Affairs may conduct site visits and inspections during the finalization of the award.
  - t) The service provider must comply with Occupational Health Safety Act (OHSA) the recommended supplier will be subjected to the inspection of the health inspectors of labour, to determine that all products are SABS approved in terms OHSA and Compensation Fund. The recommended service provider will be required to comply with (COIDA) prior to signing of the contract. Home Affairs may verify with Department of Labour COIDA certificate (Please attach the certificate issued by the Department of labour). Non-compliance with any policies or laws of another government department/ institution may result in breach of contract which will lead to termination of contract.
  - u) The service provider must remunerate his/her employees the minimum wages as prescribed by the Department of Labour and pay them on time.
  - v) The service provider shall submit invoices on or before the 7th of each month for the service rendered on the previous month.
  - w) Home Affairs will make payment within 30 days of receipt of valid invoice.

- x) The successful service provider will submit an invoice for equal service rendered after the office manager has signed the invoice. Invoice will be paid based on the service rendered according to the signed off checklist and duty roster (A designated Home Affairs official to sign off the checklist at the end of each shift confirming that service has been rendered according to cleaning service agreement at each site).
- y) The contractor's employees must be the citizens of South Africa.
- z) Contravention of any special conditions may lead to unilateral-termination of contract by the Department of Home Affairs.
- aa) The price must include all the envisaged cost drivers for the cleaning services i.e Labour cost, cleaning material, consumables, cleaning equipment, mark up, provision for CPI increases and any other relevant costs for the 36 months' period.
- bb) The Department reserves the right to amend cleaning schedule and amend, add or reduce site(s).
- cc) The Department intends appointing one service provider that will cover the entire province for these services.

### **TENDER DELIVERABLES AND TIMEFRAMES**

5. The primary deliverables to be achieved:

The service provider shall provide quality cleaning services for a period of 36 months.

#### **Logistics and Timing**

6. Project location(s):

Kwazulu-Natal Province, District offices. The Bid proposals must be submitted in KZN in Pietermaritzburg Provincial Office, Department of Home Affairs, 181 Church Street, Pietermaritzburg, 3201

#### **Project period:**

Thirty-six (36) months and it shall terminate on the effluxion of time

#### **Briefing (pre-bid) session**

7. Not applicable

#### **Bid proposal**

8. The Service Provider must provide properly referenced bid proposal with clear headings and information.

- 1x Hard copy and 1x soft copy on a CD-ROM/USB

#### **Fee structure**

9. All-inclusive costs plus VAT for the period of thirty-six (36) months. The **Annexure B** pricing schedule must be completed by the service provider for all offices.

**National Treasury SCM Instruction Note no 4A of 2016-2017 Central Supplier Database.**

**All prospective suppliers interested in pursuing opportunities within South African Government are encouraged to self-register on the Central Supplier Database. ([www.csd.gov.za](http://www.csd.gov.za)).**

**The CSD report must be attached to the bid document.**

## EVALUATION STAGES

10. The bid evaluation process consists of several stages that are applicable as defined in the table below:

Stage	Description	Applicable for this bid
Stage 1A	Initial screening process / compliance with bid requirements	Yes
Stage 1B	Non-compulsory virtual briefing session	No
Stage 1C	Pre-qualification criteria	Yes
Stage 2	Mandatory requirement evaluation	Yes
Stage 3	Functionality requirement evaluation	Yes
Stage 4	Site Visits	No
Stage 5	Price / B-BBEE evaluation	Yes

### Stage 1A:

- Verification of service provider(s) compliance with bid requirements / initial screening process.

### Stage 1B:

- Verification of service provider(s) attendance at compulsory briefing session. Service provider(s) who fail to attend the compulsory briefing session will be disqualified.
- **Not applicable.**

### Stage 1C:

- Service provider(s) must indicate their compliance with the following pre-qualification requirements in terms of Regulation 4 of the Preferential Procurement Regulations 2017 and provide proof.  
Failure to submit proof requested will invalidate the bid.  
Only the following tenderers may respond to this request:
- Compliance with pre-qualification requirements. Bidders who fail to meet the pre-qualification requirements will be disqualified.
- Service providers who meet the pre-qualification criteria will be evaluated further in terms of the evaluation criteria stipulated in this tender including technical specifications, functionality and preference point system in terms of regulations 6 and 7 of the Preferential Procurement Regulation, 2017.

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Pre-qualification criteria	Comply	Do not comply
Bidders must have a minimum of B-BBEE level 1 status level		
<b>EVIDENCE:</b> Bidders must submit a copy of valid SANAS B-BBEE certificate or a B-BBEE certificate issued by the Companies and intellectual Property Commission or a Sworn affidavit signed by the representative and attested by a Commissioner of Oath		

### Stage 2:

- Compliance with the mandatory requirements. Bidders who fail to meet the mandatory requirements will be disqualified:

Technical Mandatory requirement	Comply	Do not comply
Bidder must be registered with the National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaning Association (BEECA).		
Evidence: Proof of valid membership with a registered employer's association must be submitted. National Contract Cleaners Association (NCCA) or Black Economic Empowerment Cleaning Association (BEECA).		

### Stage 3:

- The Technical proposal will be evaluated out of 100 points with a threshold of 60 points.
- Bidders that score less than minimum of 60 points will be disqualified
- Bidders must score a minimum of 60 points on functionality to qualify for further evaluation on price and preference points.
- Each panel member will rate each individual criterion on the score sheet using the points indicated on:
- Evaluation will be based on the experience (a minimum of 3 years' contract when combined) cleaning services on corporate office buildings.
- Experience in the provisioning of cleaning service of at least minimum of 3500 square meters in total of all locations.
- To substantiate the experience, the Bidder must submit a reference letter(s) clearly indicating the contract period and acceptable level of performance as supporting documents. (a copy of the contract can be used to substantiate the contract period if the reference letter is not indicating such)
- To substantiate the square meters cleaned Bidders must submit a reference letter(s) clearly indicating the number of square metres cleaned or a completed, signed and dated **Annexure A declaration/confirmation**.

- The scores shall be allocated as follow:

### SQUARE METERS SCORING TABLE

No.	FUNCTIONALITY CRITERIA	POINTS ALLOCATION	TOTAL
01	0 - 3 499	0	40
02	3 500 - 6 000	20	
03	6 001 - 7 500	30	
04	7 501 and more	40	

### NUMBER OF YEARS SCORING TABLE

No.	FUNCTIONALITY CRITERIA	POINTS ALLOCATION	TOTAL
01	0 - Less than 3 years	0	60
02	3 years less than 5 years	40	
03	5 years and more	60	
<b>TOTAL:</b>			<b>100</b>

#### Stage 4 – Site Visits

- Not applicable to this bid

#### Stage 5: Price / B-BBEE evaluation

- Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate an 80/20 point split for requirements up to R50 000 000.00.
- The following criteria will be used in particular as the criteria for appointment, apart from those laid down in the Preferential Procurement Regulations, 2011, pertaining to the Preferential Procurement Policy Framework Act 5 of 2000:
- Where BBBEE points are claimed, a certified copy of B-BBEE certificate must be attached. A proof of “B-BBEE status level contributor” means:
  - B-BBEE status level 1 certificate issued by an authorised body or person;
  - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - Any other requirements prescribed in terms of the B-BBEE Act.

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- The points for this bid are allocated as follows:

No.	Components	Points
1.	Price	80
2.	Preferential points: B-BBEE	20
	<b>Total</b>	<b>100</b>

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## **ANNEXURE A**

The Bidders must complete the declaration/confirmation as an alternative to the reference letters (if the reference letter does not include square meters cleaned). The Department reserves the right to verify the information provided by the Bidders. Any misrepresentation will be addressed in line with the Preferential Procurement Regulations, 2017 and Bidders may be restricted from doing business with any organ of the State for a minimum period of years.

<b>Name of Client</b>	<b>Square meters cleaned</b>	<b>Address</b>	<b>Contact number</b>	<b>Email</b>

**Bidder Name:**

**Signature:**

**Date:**

**ANNEXURE B**

**PRICING SCHEDULE**

**NB: The successful bidder will be responsible for provision of cleaning service, cleaning equipment and cleaning materials and consumables.**

U.	MAIN OFFICES – 5 DAYS A WEEK CLEANING				Year 1	Year 2	Year 3	T
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF CLEANERS REQUIRED	SERVICE REQUIRED PER MONTH	(Monthly cost x 12)	(Monthly cost x 12)	(Monthly cost x 12)	otal
37. PROSPECTON	1 Prospecton Place, Prospecton, Isipingo 4113	540 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
38. ETHEKWINI (UMGENI)	350 Umgeni Road, Greyville, Durban,	3185 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
39. TONGAAT	3 Maharaj Street, Ghandis Hill, Tongaat	696 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
40. RICHARDS BAY	3 Aloe Loop Street, Richards Bay	1360 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
41. DURBAN HARBOUR	Customs & Excise Building Bay Terrace Street South Beach, Durban	883m <sup>2</sup>	2	Monthly cost for 2 cleaners				
42. UMGUNGUN DLOVU	181 Church Street, PMB 3201	2588 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
43. MTUBATUBA	32 Oriole Centre Jan Smuts Avenue, Mtubatuba	1045 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
44. ULUNDI	King Dinuzulu Highway, Administration Building, Ulundi	800 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
<b>Two (2) Mobile Trucks</b>			Two (2) Mobile trucks stationed at Mtubatuba and Ulundi offices and will have to be cleaned on each visit.					
<b>SUB-TOTAL VAT INCLUSIVE PRICE</b>								
V.	MAIN OFFICES – 3 DAYS A WEEK CLEANING				Year 1	Year 2	Year 3	Total
BUILDING	ADDRESS	BUILDING SIZE m <sup>2</sup>	NUMBER OF CLEANERS	SERVICE REQUIRED PER	Year 1	Year 2	Year 3	Total

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		m <sup>2</sup>	REQUIRED	MONTH				
45. CHATSWORTH	6 Bhaktivedantha Swami Circle, Chatsworth	150 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
46. UMBUMBULU	R603 Umbumbulu Magistrate Court Buildings, Umbumbulu	162 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
47. BULWER	101 Jackson street, Bulwer	120 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
48. HIMEVILLE	3 Old Main Road, Underbeg	12 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
49. SUNDUMBILI	12 Nkonjane Street, Sundumbili	39 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
50. NDWEDWE	P100 Main Road, Ndwedwe	780 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
51. MAPHUMULO	R74 Old Main Road, Maphumulo Magistrate Court	18 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
52. MELMOTH	16 Opposition Street, Melmoth	150 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
53. ESIKHAWINI	Esikhaweni Magistrate Building, Ilanda Street, Esikhawini	31 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
54. NKANDLA	Nkandla Magistrates Building, Ndlayingubo Road, Nkandla	53 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
55. HARDING	Livingston Street, Harding	80 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
56. UMZUMBE	Umzumbe Magistrate Court	55 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
57. ESTCOURT	16 Opposition Street, Melmoth	150 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
58. NEW HANOVER	Old Greytown Main Road, New Hanover	248 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
59. RICHMOND	41 Victoria Street, Richmond	172 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
60. MBAZWANA	Lot 749 Thusong Center, Sodwana Road Mbazwana	150 m <sup>2</sup>	1	Monthly cost for 1 cleaner				

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61.	HLABISA	Lott 228, Heriot Street, Hlabisa	105 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
62.	KWANGWAN ASE	Thengani Area, Manguzi Magistrate Building Kwangwanase	74 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
63.	JOZINI	Circle Street Bottom Town, Jozini	156 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
64.	HLUHLUWE	ERF 23&24, Old Main Road, Hluhluwe	827 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
65.	BHAMBANAN A	Bhambanana Training Centre, Ingwavuma, 3968	350 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
66.	GREYTOWN	129 Voortrekker Street, Greytown	258 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
67.	NQUTHU	Babanango Road, Magistrate Building, Nqutu	233 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
68.	DUNDEE	34 Wilson Street, Dundee	685 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
69.	EMONDLO	Block B Gobinsimbi Stree, Emondlo	88 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
70.	MAHLABATHI NI	Mahlabathini Magistrates Building, Mahlabathini	54 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
71.	NONGOMA	96 Main Road Magistrate Building, Nongoma	17 m <sup>2</sup>	1	Monthly cost for 1 cleaner				
72.	PAULPIETER SBURG	21 Corner Kruger & Joubert Street, Paulpietersburg, 3180	681 m <sup>2</sup>	2	Monthly cost for 2 cleaners				
<b>Three (3) Mobile Trucks</b>		Three (3) Mobile trucks stationed at Jozini, Nongoma and Nquthu offices and will have to be cleaned on each visit.							
<b>SUB-TOTAL VAT INCLUSIVE PRICE</b>									

**SUMMARY PRICE**

#	AREAS	Year 1	Year 2	Year 3	Total
A	MAIN OFFICES - 5 DAYS A WEEK CLEANING				
B	MAIN OFFICES – 3 DAYS A WEEK CLEANING				
<b>TOTAL</b>					

**SUMMARY PRICE**

- The price offered by the bidder must be firm and it must take into consideration the annual increases.
- The price offer must be for the three years' period and must include all cost drivers to arrive at the total with vat included.
- The total price must be for the provision of cleaning services and must take into consideration labor and overheads.
- The service provider total price must include cleaning service, cleaning equipment and cleaning materials and consumables.
- Ad hoc services will only be requested when there is a need for a period not less than a week.
- All offices marked as ad hoc need to be priced at a weekly rate per cleaner.
- All offices marked as 5-day a week cleaning needs to be prices at monthly rate per cleaner.
- The monthly cleaners will work from Monday to Friday.
- The weekly cleaners will work as and when required for a minimum of 3 and 5 days as per the above schedule.
- Bidder must provide a price for all the offices, failure do so will result in a disqualification.

**PRICING SCHEDULE**  
**(Professional Services)**

**NAME OF BIDDER:** ..... **BID NO:** DHA14-2021

**CLOSING TIME 11:00** **CLOSING DATE: 01 October 2021**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY	
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1. The accompanying information must be used for the formulation of proposals.
  
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.  
R.....
  
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
  
4. PERSON AND POSITION HOURLY RATE DAILY RATE  

	R-----	R-----
	R-----	R-----
	R-----	R-----
	R-----	R-----
  
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

	R-----	----- days
	R-----	----- days
	R-----	----- days
	R-----	----- days
  
- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	.....	R.....
-----	-----	.....	R.....
-----	-----	.....	R.....
-----	-----	.....	R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY	
-----	-----	.....	R.....
-----	-----	.....	R.....
-----	-----	.....	R.....
-----	-----	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....
7. Estimated man-days for completion of project .....
8. Are the rates quoted firm for the full period of contract? \*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....

**\*[DELETE IF NOT APPLICABLE]**

**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 a price quotation, advertised competitive bid, limited bid or proposal). 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>): .....
- 2.4 Company Registration Number: .....
- 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 presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person

connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

2.7.2.1 If yes, did you attached 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 of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

**2. Full details of Directors / Trustees / Members / Shareholders.**

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

**3. 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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 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.

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

**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 the Broad-Based Black Economic Empowerment Act;
- (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. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 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
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	NO
-----	----

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	NO
-----	----

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		
<b>OR</b>		
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 .....
.....
.....

**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	Item	Item	Item
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)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</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:		

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**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. 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:

**<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;
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