

OUR REF RFQ 201870

ENQUIRIES Tsheho Maba

TELEPHONE 011 238 2303

DATE 27 November 2025

# RFQ 201870: PROVISION OF CLEANING AND HYGIENE SERVICES AT DURBAN CAMPUS FOR A PERIOD OF 36 MONTHS

### **Dear Bidder**

The South African Bureau of Standards (SABS) hereby invites suitably qualified service providers for the provision of cleaning and hygiene services at Durban Campus for a period of 36 months.

The details of the service to be provided is in the attached Request for Quote, **RFQ 201870.** 

Please note the following:

- Scope of services specified on page 3
- Closing date specified on page 9
- SABS Procurement terms and conditions (accessed on the sabs website)
- Bidders must submit the following documents with the quotations:
  - National Treasury Central Supplier Database (CSD) registration report
  - A valid copy of BBBEE certificate/ Sworn Affidavit (to claim specific goals)
  - SBD 4 Bidders Disclosure Form
  - SBD 6.1 Preference points claim form in terms of the Preferential Procurement Regulation 2022
  - Non- Disclosure agreement

**SOUTH AFRICAN BUREAU OF STANDARDS** – Established in terms of Section 2 of the Standards Act, 1945, as amended

### 1. Background

The SABS is a statutory body established in term of Standards Act, 1945 (Act No. 24 of 1945) and continues to operate in terms of the Standards Act, 2008 (Act No. 8 of 2008) as the national standardization institution in South Africa, mandated to:

- develop, promote and maintain South African National Standards;
- promote quality in connection with commodities; and
- render conformity assessment services and matters connected therewith.

### 1. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for the provision of cleaning and hygiene services at Durban Campus for a period of 36 months subject to the SABS Standard Terms and Conditions, of which a copy is available on <a href="https://www.sabs.co.za/Procurement/proc\_toc.asp">www.sabs.co.za/Procurement/proc\_toc.asp</a>

The Bidder is requested to supply its quotation, in writing, by the date specified. Should the Bidder require any clarification, the clarification should be submitted by e-mail to the Procurement Specialist identified in this document.

By submitting a quotation in response to this RFQ or participating in this RFQ process, the Bidder accepts that it is subject to and bound by all the terms and conditions contained in this RFQ document.

### 2. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the course of RFQ process are and will be covered by the non-disclosure agreement to be signed between the SABS and the Bidder.

### 3. No Contract

Bidders shall note that this RFQ does not commit the SABS to any course of action resulting from the receipt of quotations and the SABS may, at its discretion reject any submission which does not conform to instructions and specifications which are contained herein or select a Bidder based upon its own unique set of criteria. The SABS also reserves the right not to select a bidder.

Nothing in this document shall be construed as a contract between the SABS and the Bidder, and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFQ.

### 4. No Obligation to Proceed

The SABS reserves the right to discontinue the RFQ evaluation process at any time and will not be responsible for any losses incurred by the Bidder as a result of discontinuance of the RFQ process

### 5. Validity of Proposals

The Bidder's quotation shall remain valid for a period of one hundred and eighty (180) days from the closing date. The SABS may at any time prior to the expiry of the bid validity period, extend the above validity period by sixty (60) days by written notice to the Bidders. In that event, the SABS will not require any consent from the Bidders, and bidders will not be required or permitted to amend any of their quotations.

SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their quotations, prior to expiry thereof, if it has already invoked the extension referred to above and it is in the SABS' interest to further extend the bid validity period. Such a request shall be in writing. The Bidder is not obliged to extend the validity period. Also, bidders will not be required or permitted to amend any of their quotations.

### 6. Scope of Work

2x cleaning staff, working hours: **07h30am** to **15h00am** 

### Site composition:

- Reception area
- Guard house
- Offices
- Storerooms
- Library
- Stairways
- Toilets
- Kitchens
- Passages
- Training venues
- VC Room
- Boardrooms
- Canteen
- Outside bricked pergola thatched roof area leading from Canteen
- Outdoor paving
- Outside toilets / Portable toilets
- Outside Change rooms and kitchen

Description	Building/Specific area	Frequency		
Floor Maintenance – Resilient Floors – Vinyl				
Sweep floors	All areas	Daily		
Mop floors	All areas	Daily		
Buff floors	Office floors/passages	Once per week		
Sweep outside buildings up to 5m	All areas	Daily		
Other floors e.g. marble, ceramic				
Sweep floors with dust control mops	Specific areas	Daily		
Damp mop floors	Specific areas	Daily		
Machine scrub	Specific areas	X1 per week		
Fitted carpets				
Vacuum thoroughly	All carpeted areas	X2 per week		
Carpet Washing				
Washing of carpets		By arrangement		
		16.4.4		

Carpets/rugs are to be free of any dirty marks. Hand spot cleaning is required to remove stains. If it is of the opinion that the carpet requires shampooing, then approval by SABS should be made and a quotation submitted for approval **prior to any work being done**. Carpet washing is expected to take place once per annum.

Waste Disposal			
Empty all office bins and remove to waste area	All areas	Daily	
Wash/sterilize plastic bins	All areas	Once per month	
Clean and empty outdoor bins within 1m of buildings	All areas	Daily	
1 7			
Dusting	T	T	
Dust all horizontal surfaces and cabinets with feather	All areas	Daily	
duster	Allanasa	Delle	
Dust all desk tops, chairs, computers, telephones  Dust all vertical surfaces (walls)	All areas All areas	Daily	
Disinfect all fittings (light switches, door handles,	All areas	Daily Daily	
telephone handles, hand rails etc)	All aleas	Daily	
- Walla			
Walls Spot clean all dirt marks off walls up to 2m	Offices	As required	
Spot clean all dift marks on walls up to 2m	Offices	As required	
Curtains & Blinds			
Dust and clean blinds	Offices	Weekly	
Dry cleaning of curtains	All areas	By arrangement	
The cost for dry cleaning of curtains will be arranged via appro		, by anangomone	
	-		
Glass and Metal Work			
Wiped	All areas	Daily	
Disinfect	All areas	Daily	
Foyer, reception area and entrances			
Wash floors		Daily	
Vacuum walk-off mats		Daily	
Polish wooden furniture (chair legs, arms & tables)		Weekly	
Sweep and wash steps		Daily	
Clean glass doors		Daily	
Sterilize all door handles & railings (inside & outside)		Daily	
Wash down steps & pathways up to 2m from building		Weekly	
Clean out bins		Daily	
Dust control		Daily	
Wipe all window sills – indoor & outdoor		Monthly	
Wipe windows – indoor & outdoor – up to 2m		Monthly	
Toilets and Washrooms			
Empty dustbins		Daily	
Clean and sanitize toilet bowls, seats, basins and		Daily	
urinals			
Wash Floors		Daily	
Disinfect all wall tiles		Daily	
Boardroom / Meeting Rooms			
Dust control		Daily	
Polish furniture		Weekly	
Vacuum carpets		Weekly	
Wipe all furniture (surfaces, legs of chairs and tables		Daily	
etc.)		,	
Training Venues			
Dust all horizontal surfaces and cabinets		As required	
Using appropriate duster keep walls and air		As required As required	
conditioners free from gheko and other droppings.			
Keep ceilings free from cobwebs  Dust pictures/picture frames and other wall mountings  Weekly			
Dust plotures/ploture frames and other wall mountings			

D. II. J. J. G. March 11	
Polish all furniture: tables, armrests and legs. Silver	As required
tables in tea break area to be wiped down	
Walls and Paintwork: Clean finger marks and dirt from	Weekly
light switches, walls and other items.	
Window sills and metal area to be dusted weekly	Weekly
Wiped with a damp cloth	Monthly
Blinds :dust with dust control duster	Twice monthly
Contains in laws their was and Tales does do not set	A times a vest
Curtains in large training room: To be dusted to prevent	4 times a year
accumulation of dust. This is be handled by an authorized person to ensure the curtains are in no way	
adversely affected (repair will be for service providers	
account)	
Windows above door	Monthly
Door frames to be wiped down	Monthly
Skirting to be wiped down	Monthly
Walls and Paintwork: Clean finger marks and dirt from	Weekly
light switches, walls and other items.	vveekiy
light switches, walls and other items.	
Entertainment / Braai area	<u> </u>
Cleaning of furniture	Weekly or as and when
Cleaning of awning	required
Sweeping bricked area inside awning area	1044
Miscellaneous	
File Server Room	Weekly – under STRICT
Video conferencing room	supervision by SABS
Archives. Dust. Wipe down floor and outside area of	personnel
bulk cabinets with an almost dry cloth. Vacuum. Dust	
and polish the entire office including gheko droppings.	
Note: On request assistance will be given for the	As and when required
setting up of meeting facilities/conference rooms.	7.6 and Whom required
country up of mooning reconded former.	
Window Washing	
Windows indoor and outdoor	Quarterly
Note: Window washing of high level windows will be of	conducted once per quarter. A specialized team for this
high level window washing is to be used to conduct this	
PPE clothing, safety harnesses and relevant equipment	is essential.
Miscellaneous	Τ
Kitchens – micro-waves & fridges	Once per week
Wipe down security boomer gates and operating	Once per month
equipment	
Security Guard House	
Wipe furniture and horizontal surfaces with damp cloth	Daily
Empty dust bins	Daily
Sweep paving	Daily
Owecep paviling	Daily
Outside Toilet / Portable	
Sweep & mop	Daily
	1

### **Estimated Monthly Consumables**

Туре	Monthly Quantities
Toilet paper (1 ply)	x5 bales (48 rolls per bale)
Furniture polish (large can)	x10
Refuse bags (large bags)	x60
Refuse bags (medium bags)	x60
Germ gel	5L
Floor wash liquid soap	10L
Foam hand wash	10L (supplier to advice)
hand wash soap (powder)	3kg
Floor cleaning liquid	10L
Dishwasher	5L
Dish Cloths (swabs for washing)	12 (once off)
Dish Cloths ( towels for drying)	12 (once off)
Toilet Seat Sanitiser refill sachets	x50
Wall bin liners	x50
Liquid detergent (bleach)	5L

NOTE: The table above is an estimation only and may not include all items. All cleaning equipment and Materials are to be supplied by the service provider to serve the contract fully and must be included in the quote.

### **Hygiene Equipment- Tools to conduct work**

The Service Provider will ensure all equipment is safe and available on site for the performance of all tasks. An asset register must be created and maintained of all assets belonging to the service provider that will be used on the premises.

Description	Quantity	
Hand Paper dispensers (5x auto, 4x manual)	9	
TRH3 holders	15	
Waste care wall bins	9	
Air fresheners units and batteries	9	
Sanitisers unit (urinals)	9	
Sani Bins	8	
Seat wipe dispenser	15	
Foam soap dispenser	10	

NOTE: The table above is an estimation only and may not include all items. All hygiene equipment will be procured on an Ad-hoc basis and will be the property of the SABS. Fixed prices are to be included in the bid.

### **Description of the Areas**

Description of the Areas	
Area	Description
KITCHENS GROUNDFLOOR	2 WITH DOUBLE SINK
	1 x SINGLE SINK
	1 WITH DOUBLE SINK
KITCHENS: UPSTAIRS	
	2 WITH SINGLE SINK
TOILETS: GROUNDFLOOR OLD ENTRANCE	LADIES: 1 TOILET AND 1 PARAPLEGIC TOILET (2 basins)
	GENTS: 1 TOILET AND 2 URINALS (1 basin)

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Ground floor by reception	LADIES: 1 TOILET (2 basins)
	GENTS: 2 TOILETS AND 5 URINALS (4 basins)
	1 TOILET behind reception (1 basin)
	LADIES: 2 TOILETS (2 basins)
TOILETS UPSTAIRS	
	LADIES: 2 TOILETS (2 basins)
	GENTS: 2 TOILETS AND 1 s/s URINAL (2 basins)
	GENTS: 2 TOILETS and 1 s/s Urinal (2 basins)
Total : Wash hand basins	18
Total : Sinks	6
Toilets	15
Urinals	2 x stainless steel trough and 7 porcelain

### **NOTES:**

### **DEEP CLEANING and WINDOW WASHING REQUIREMENTS**

- A program/schedule will be drawn up by the Service Provider and given to the SABS at the beginning of the start of the contract for deep cleaning.
- In addition, the SABS shall be notified a week in advance of the upcoming service.
- The SABS will inspect and approve after completion of deep cleaning.

### General:

- Ensure all hygiene equipment is operational e.g. air fresheners, soap dispensers, etc.
- Replenish all bathrooms with hand soap, paper hand towels, toilet rolls, sanitary packets daily/as required.
- The costing for the quarterly deep cleaning sessions shall be included in the fixed monthly costs.
- ALL CONSUMABLES AND CLEANING MATERIALS AND EQUIPMENT TO BE SUPPLIED BY THE SERVICE PROVIDER ON A MONTHLY BASIS (outside toilets/portable toilets, change rooms and kitchen are included in this contract)
- Fixed cost for cleaning, consumables and hygiene equipment for 36 months
- An off-site manager is required to monitor the staff and have meetings with the SABS
- Staff members are to be dressed in uniform supplied by the Service provider.
- Monthly reports to be submitted to SABS.
- Disposal certificates for hygiene waste to be submitted monthly.
- Proof of public liability insurance to cover for any theft, breakage or vandalism of SABS property that will occur because of negligence on the part of the service provider.

### 7. Evaluation Criteria

### **Stage 1: Mandatory requirements**

- Attendance of compulsory briefing session
- Membership of a recognized Cleaning Association (NCCA)- Bidding company must attach a valid membership certificate and/or letter of membership confirmation issued to the bidding company.
- Valid COIDA
- Waste Disposal Certificate from eThekwini Metropolitan Municipality.

NB!! Only bidders that submitted and/or met all the mandatory required will be evaluated further on functionality requirement.

**Stage 2: Functionality requirements** 

no.	Selection Criteria		
	Functionality will be measured on a scale of 1-5. V.Poor:1, Poor:1, Average:2, Good:3, V. Good:4, Excellent:5	sub weight	Weight
1	Company Experience		
	The bidder must have relevant experience in providing cleaning and hygiene services. Company must have a minimum of 3 years' experience in cleaning services. A detailed company profile must be attached clearly indicating the company's years of experience rendering cleaning services.		
	No company profile and/or less than 3 years' experience	0	
	3 years' experience	1	45%
	>3 -4 years' experience	2	
	>4 -5 years' experience	3	
	>5 -6 years' experience	4	
	>6 years' experience	5	
2	Company Track Record		
	The bidder must demonstrate relevant experience and expertise in providing cleaning and hygiene services. Bidders must submit contactable reference letters (not older than 5 years) from clients where cleaning and hygiene services was rendered.		
	No reference letters and/or relevant experience	0	
	1 reference letter	1	45%
	2 reference letters	2	
	3 reference letters	3	
	4 reference letters	4	
	5 or more reference letters	5	
3	Geographical location		
,	The bidder must provide a lease agreement/and or a Water & Lights account/and or Tribal council receipt for KwaZulu- Natal.		
	No proof attached	0	100/
	Proof attached	5	10%
			100%

### 8. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory Briefing Session	02 December 2025 @ 10:00am
	Address: SABS Durban OFFICE
	15 Garth Road Waterval, Mayville, Durban, 4058
Closing Date and Time No late submissions will be accepted.	10 December 2025 at 11:00 am
Method of submission.	Responses should be submitted via email to <a href="MabaT@sabs.co.za">MabaT@sabs.co.za</a> Proposals/bids must be submitted on PDF Files (compressed zipped folder if necessary).  Proposals/bids submitted via a link and/or "we transfer" will not be accepted.  It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.

### 9. Preference Points

Only Bidders who met the minimum threshold of 70% will be evaluated further on 80/20 preference points system of 2022. (Pricing and Specific Goal)

### 10. Quotation (Refer to Appendix A)

The quotation should include but not limited to the following:

- All inclusive of VAT
- Transportation cost (If applicable)
- Disbursement
- Fixed price, Where foreign currencies are involved, bidders should make provision for forward cover.

### 11. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to <u>MabaT@sabs.co.za</u> and **011 238 2303**. Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

### 12. Advance payment

**The** SABS will not make an upfront or advance payment to a successful Bidder. Payment will only be made in accordance to the delivery of service or goods that will be agreed upon by the SABS and the successful Bidder.

### 13. Responsibility for costs

**Under** no circumstances shall the SABS be responsible for any of the Bidder's costs associated with the preparation and/or submission of its quotation, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

### 14. Bidder's contractual terms

**The** SABS will not be bound by any legal or contractual terms as may be included in the Bidder's quotation, in response to this RFQ.

### APPENDIX A: PRICICNG SCHEDULE PROVISION OF CLEANING SERVICES FOR AT SABS DURBAN FOR A PERIOD OF 36 MONTHS

Description	Monthly	Total Year 1	Total Year 2 (Including Escalation)	Total Year 3 (Including Escalation)
Cleaning staff (2 cleaners)	R	R	R	R
Consumables as per scope	R	R	R	R
Window washing	R	R	R	R
Hygiene equipment	R	R	R	R
Any other cost (if applicable)	R	R	R	R
Sub Total (Excl VAT)	R	R	R	R
Vat (15%)	R	R	R	R
Total (Incl VAT)	R	R	R	R
TOTAL BID VALUE FOR 36 MONTHS	R		,	

### Note to Bidder:

- Bidders are required to refer to the RFQ detailed scope of work before completing the pricing structure.
- A statutory annual increase will be applicable to the cleaning staff.
- Bidders are required to include a detailed list of all hygiene equipment in their quotation, in accordance with the specifications outlined in the scope of work

Bidder name:	
Authorized signatory: _	
Date:	

### **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 with any person who is employed by the procuring institution? <b>YES/NO</b>
2.2.1	If so, furnish particulars:
	,

<sup>1</sup> 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.

2.3	Does the bidder or any of its directors / trustees / shareholders / n	nembers / partners or ar	ny person
	having a controlling interest in the enterprise have any interest	in any other related e	nterprise
	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 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.

<sup>2</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.

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 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE

SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature Date

.....

Name of bidder

.....

Position

### **NON-DISCLOSURE AGREEMENT**

### THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an Public Entity that continues to exist in terms of section 3 of the Standards Act 2008, whose principle place of business is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND	("the Supplier") whose registered office is at

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to this **RFQ 201870** for the South African Bureau of Standards and other related information hereinafter referred to as "Confidential Information".

In consideration of the Supplier to-which the South African Bureau of Standards or any person affiliated with it, including its subsidiary, agent, representative(s) or such related entity may provide Confidential Information in connection with such discussions and/or negotiations to. Therefore the parties wish to agree as follows:

- The Supplier will maintain strictly secret and confidential all information relayed or transmitted to it
  in any manner or form and will not divulge any part of the Confidential Information directly or
  indirectly to any person, firm or entity (other than such of its employees who have a need to know
  the Confidential Information for the purposes of fulfilling the Supplier's obligation to the South
  African Bureau of Standards.
- 2. The Supplier shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
- 3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
- 4. This agreement shall not apply to information which:-
- (a) the Supplier can show had been lawfully received by it prior to disclosure under this agreement.
- (b) is in the public domain or becomes so otherwise than through breach of this agreement;
- (c) was disclosed to the Supplier by a third party who was under no obligation of confidence in respect thereof:

- 5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.
- 6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

### 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
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20

- 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**

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 (1 - \frac{Pt - P in}{P min})$$
 or  $Ps = 90 (1 - \frac{Pt - P min}{P min})$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10 
$$Ps = 80 \left(1 + \frac{Pt - Pmn}{Pmax}\right)$$
 or  $Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable

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

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

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below. Bidders that do not claim points will be allocated 0 points.

(Note to organs of state: Where either the 90/10 or 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.)

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system)  (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	100% black ownership		10		
	75% - 99% black ownership		8		
Persons historically	60% - 74.99% black ownership		6		
disadvantaged on the basis of race	51% - 59.99% black ownership		4		
the busis of fuce	1% - 50.99% black ownership		2		
	0% black ownership		0		
Persons historically	100% black women ownership		6		
disadvantaged on the basis of gender	51% - 99% black women ownership		4		
	1% - 50.99% black women ownership		2		
	0% black women ownership		0		
	100% owned by persons living with disabilities		4		

Persons historically disadvantaged on the basis of disability	51% - 99% owned by persons living with disabilities	2	
	0% - 50.99% owned by persons living with disabilities	0	

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm			
4.4.	Company			
4.5.	registration number:			
4.6.	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]			

- 4.7. 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:	