



OUR REF	RFQ 20623
ENQUIRIES	Hleketa Hlongwane
TELEPHONE	012 428 6238
DATE	25 July 2022

RFQ 20623 CLEANING AND HYGIENE FOR THE PERIOD OF 36 MONTHS

Dear Bidder

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for Cleaning and Hygiene for the period of 36 months. The details of the service to be provided is in the attached Request for Quote, **RFQ 20623**.

Please note the following:

- Scope of services specified on page 3-4
- Closing date specified on page 5
- SABS Procurement terms and conditions (accessed on the sabs website)
- **Bidder must submit the following documents with the quotation:**
 - Treasury Central Supplier Database (CSD) registration report
 - A valid certified copy of BBBEE certificate/Sworn Affidavit
 - SBD 4 Bidder's Disclosure
 - SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2017
 - Non-disclosure agreement

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

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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.

2. Request for Quotation (RFQ)

This RFQ serves as an invitation to submit a quotation for **Cleaning and Hygiene for the period of 36 months** subject to the SABS Standard Terms and Conditions, of which a copy is available on [www.sabs.co.za](https://www.sabs.co.za/Procurement/proc_toc.asp), accessible through the link: https://www.sabs.co.za/Procurement/proc_toc.asp

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.

3. 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.

4. 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.

5. 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

6. Validity of Proposals

The Bidder's quotation shall remain valid for a period of one hundred and twenty (120) 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.

The 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 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.

7. Scope of Work : Cleaning and Hygiene for the period of 36 months

Three cleaners required, hours of work: 07am to 4pm, Monday to Friday. The cleaners shall follow the COVID-19 cleaning and hygiene requirements.

1. Scope of Service

Site composition:

1. Laboratories x2 (water lab and micro lab)
2. Offices
3. Meeting rooms x2 & 1x Training room
4. Canteen
5. Entrances to building
6. Outdoor area
7. Boardroom x1
8. Reception area
9. Corridors
10. Outdoor archive building
11. Library
12. Guard house
13. Guard house toilet
14. Outside freezer
15. Parking area

Services:

1.	No. of cleaners	3x	Fixed monthly cost
3.	Cleaning Chemicals	The service provider will supply all cleaning	Included in Fixed monthly cost

		equipment, chemicals and materials	
4.	Consumables (cleaning & hygiene)	The service provider will supply and replenish all consumables for office cleaning and hygiene (e.g. refuse bags, floor cleaner, furniture polish, mops, brooms, dusters, buckets, small step, etc, to supplied by service provider) See consumables quantities below	Supplied monthly and included in the fixed cost
5.	Deep Clean	Quarterly <ul style="list-style-type: none"> Floors Vinyl tiles Epoxy floors (labs) Carpets Toilets and bathrooms Kitchen (including microwaves and refrigerators) 	Included Fixed cost
6.	SANI Waste services	Twice per month – removal of Sani waste, cleaning and disinfecting of the bins, including new bin liners	Included Fixed cost

CLEANING SPECIFICATION – THE CLEANER TO FOLLOW THE COVID -19 HYGIENE GUIDELINES OF SANITISING AND DISINFECTING. THE SABS WILL PROVIDE JIK/BLEACH AND SANITISER

Floor Maintenance	Frequency	Cleaning	Hygiene
Sweep with dust control mops	Daily	X	
Burnish with floor machines in high traffic areas	2x per week	X	

Damp mop or spray buff according to level of dirt	As required	X	
Other floor e.g. marbles, ceramic or terrazzo	Frequency	Cleaning	Hygiene
Sweep with dust control mops	Daily	X	
Damp mop or spray buff according to level of dirt	Daily	X	
Machine scrub	Monthly	X	
Strip and seal	Quarterly	X	
Rugs and carpets	Frequency	Cleaning	Hygiene
Vacuum thoroughly	Weekly	X	
Spot clean marks – ensure to remove spot marks from carpets and use environment friendly chemicals to remove stubborn stains	Weekly / as required	X	
NOTE: Washing of carpets will be done once per annum (1059 sqm)	Annually	X	
Sweep outside areas (entrance, stairways paving, parking, guard-house)	Daily	X	
Waste Disposal	Frequency	Cleaning	Hygiene
Empty and clean all ash-trays on premises	Daily	X	
Empty and clean waste paper baskets, rubbish bins and receptacles throughout offices, laboratories and guard-house	Daily	X	
Collect and disinfect all waste paper baskets/bins including guard-house	Daily	X	
Empty all recycling waste baskets/boxes into separate plastic bags (i.e not with general waste) and stored tidily in designated area	Daily	X	
Remove rubbish from premises to dedicated waste area	Daily	X	

Staff take out municipal bins for collection on the required days	Municipal days	X	X
Keep recycling storage area neat and tidy. All loose recycling items are to be put into empty boxes and closed up. All extra empty boxes are to be flattened and put together into boxes	Weekly	X	
Dusting	Frequency	Cleaning	Hygiene
Dust all horizontal surfaces and cabinets up to 2m high	Weekly	X	
Dust all vertical surfaces (walls, etc)	Monthly	X	
Wipe and disinfect fittings (lift buttons, door handles, light switches, etc.)	Weekly	X	
Dust all blinds	Weekly		
Walls, Doors, Windows	Frequency	Cleaning	Hygiene
Spot clean all marks from walls, door, windows and fittings	Weekly	X	
All windows and glass doors to be washed inside and outside (up to 2.5m high)	Weekly	X	
High Window cleaning	Quarterly	X	
Sanitising (SABS will provide sanitizer)	Frequency	Cleaning	Hygiene
<ul style="list-style-type: none"> • Sanitising of lab surfaces • Washing floors • Emptying bins • Washing glass and windows (glass panels in the walls and doors) • Cleaning window sills 	Daily	X	X
Blinds	Frequency	Cleaning	Hygiene
Wipe clean all blinds	Monthly	X	
Glass and Metal Work	Frequency	Cleaning	Hygiene
Wipe clean with damp cloth all glass doors	Daily	X	

Clean and disinfect all metal fittings on doors	Weekly	X	
	Weekly	X	
Note: bird excretion is to be monitored and removed to avoid build-up	Daily/When necessary	X	
Foyers, Reception, Boardroom, meeting rooms, offices and guard- house	Frequency	Cleaning	Hygiene
Wipe doors and appearance mats (walk off mats)	Daily	X	
Vacuum appearance mats (walk off mats)	Daily	X	
Clean all entrance steps (wash as necessary)	Daily	X	
Mop with dust control mops	Daily	X	
Wash/mop or vacuum all entrance floors	Daily	X	
Polish entrance lobbies, verandas, passages	Monthly	X	
Mop canteen area	Daily	X	
Empty and wash all bins	Daily	X	
Hygiene, Toilets and Kitchen including guard house	Frequency	Cleaning	Hygiene
Empty and clean all waste paper receptacles	Daily		X
Clean and sanitise all bowls, seats, basins, and urinals	Daily		X
Wipe all mirrors with a damp cloth	Daily		X
Wipe and disinfect all door handles, light switches, paper towel dispensers, waste bins, toilet roll holders	Daily		X
Mop and disinfect floors	Daily		X
Ensure sufficient toilet rolls, hand paper towels, SHE bin packets, air fresheners and soap are replenished including the guard house	Daily		X

Wipe and disinfect all tiling in all bathrooms	Bi-weekly		X
Ensure hand paper towel is always available in the canteen	2x rolls per week or when needed		
Deep cleaning of bathrooms, kitchen. (Service provider to create schedule)	Quarterly		X
Boardrooms/Meeting rooms	Frequency	Cleaning	Hygiene
Sweep and damp mop floors	Daily	X	
Wipe all furniture with disinfected damp cloth	Daily	X	
Polish wooden furniture	Weekly	X	
Spray air freshener in rooms	Daily	X	
Vacuum carpets	Daily	X	
Wipe window sills	Daily	X	
Security Guard House	Frequency	Cleaning	Hygiene
Sweep and mop/vacuum security guard house	Daily	X	
Wipe all surfaces with a damp cloth	Daily	X	
Polish wooden surfaces	Bi-weekly	X	
Empty rubbish bin	Daily	X	
Miscellaneous			
Sweep and clean pathways and parking area	Daily	X	
Assist with stacking of furniture and boxes, etc.	When required	X	
Clean up after renovations, water leaks, etc	When required	X	
Sanitise all waste bins	Daily		X
Freezer	Quarterly	X	X
Kitchens	Frequency	Cleaning	Hygiene
Microwave	Daily	X	X
Fridges	Weekly	X	X
SANI BINS	Frequency		

All Sani bins on site *provide monthly disposal certificate	Twice per month		X
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Installation Areas for Hygiene Equipment for monthly leasing:

- 5x female toilets
- 3x male toilets
- Micro laboratory
- Water laboratory
- 2x Kitchens
- Guard house

Hygiene Equipment required: White

UNITS	QUANTITY	AREAS
Toilet roll holders	9	All toilets
Soap dispensers	9	All toilets
Hand Paper Towel dispenser	13	All toilets, kitchens, Labs
Wall mounted bin	13	All toilets, kitchens, Labs
Sanitary bin	8	All female toilets
SANI Waste dispenser	5	
Air freshener units (including batteries)	9	All toilets

Monthly Consumables required:

DESCRIPTION	QUANTITIES PER MONTH
Toilet paper – 1 ply	6 bales (48 rolls per bale)
SANI bags	50 bags per month
Plastic refuse bags - Large	50
Plastic refuse bags – Medium	50
All-purpose cleaner	10 litres
Air freshener liquid	10 litres
Tile bright	10 litres
Handy Andy	10 litres
Dishwasher	5 litres
Thick bleach	10 litres
Toilet Bowl cleaner	10 litres
Hand washing liquid soap	10 litres
Furniture Polish	10 x750ml

Window cleaner	10 litres
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NOTES:

- DEEP CLEANING 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.
- Trained staff is required for deep cleaning.
- 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.
- All costs including cleaning and hygiene, consumables, equipment, quarterly deep cleaning shall be included into the fixed monthly costs.
- ALL CONSUMABLES AND CLEANING MATERIALS TO BE SUPPLIED BY THE SERVICE PROVIDER ON A MONTHLY BASIS (outside toilets/portable toilets are included for this contract)
- Fixed term contract for cleaning, consumables and hygiene for 36 months

8. Mandatory Requirements

- Membership registration with a recognize cleaning association
- Five contactable reference where cleaning and hygiene services was provided
- CV and qualification of an off-site manager
- Staff CV's
- COIDA

9. Timelines

MILESTONES	DATE AND E-MAIL ADDRESS
Compulsory briefing session	29 July 2022 at 11:00am to 12:00pm Venue: SABS, 20 Brook Street, Mowbray, Cape Town
Closing Date and Time No late submissions will be accepted.	04 August 2022 at 11:00 am
Method of submission.	Responses should be submitted via email Prince.hlongwane@sabs.co.za and procurement.request@sabs.co.za Maximum size 14 MB, Proposals/ Bids must be submitted on PDF Files (compressed zipped folder if necessary), Proposals/Bids submitted via a link and/or "we transfer" <u>will not be accepted</u> <i>It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.</i>

	It is the Bidder's responsibility to ensure that the quotation is received on time by SABS.
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10. Preference Points System

Only Bidders who submitted quotations as per scope of work and mandatory requirements will be evaluated further on 80/20 preference points system of 2017. (Pricing and BBBEE)

11. Quotation

The quotation should include but not limited to the following:

- Delivery to **SABS Cape Town**
- Transportation cost.
- Fixed price, where foreign currencies are involved, bidders should make provision for forward cover.

12. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to Prince.hlongwane@sabs.co.za and **012 428 6238**. 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.

13. 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.

14. 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.

15. 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.

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? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Position

.....
Name of bidder

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

(Hereinafter referred to as the “parties”)

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 (RFQ 20623) for the Cleaning and Hygiene for the period of 36 months to South Africa to 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:

1. 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.
4. 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.
5. 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.

Signed at..... on this.....day of2022

On behalf of the South African Bureau of Standards (signature) Prince Hlongwane

Witness 1.

Witness 2.

Signed at..... on this.....day of2022

Signed on behalf of the Supplier, duly authorised thereto..... (signature)

..... (name) (title)

Witness 1.

Witness 2.

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
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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:

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = 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	
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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	
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
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