



employment and labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EMPLOYEMENT AND LABOUR: NORTH WEST PROVINCE: PROVIDENT
HOUSE: UNIVERSITY DRIVE: MMABATHO: SUPPLY CHAIN MANAGEMENT: ENQUIRIES: Ms TEBOGO
MACHETHE: TEL: (018) 387 8210/ 072 099 7192**

**YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF EMPLOYEMENT AND LABOUR
FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING AND
HYGEINE SERVICES AT POTCHEFSTROOM LABOUR CENTRE FOR A PERIOD OF 36
MONTHS (3 YEARS)**

BIN NO: PCS/01/2023

CLOSING TIME: 11:00

CLOSING DATE: 29 AUGUST 2023

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE
ACCEPTED FOR CONSIDERATION.**

-
1. Kindly furnish us with a bid for service shown on the attached forms.
 2. Please find the attached General Contract conditions (GCC), SBD1, SBD3.3, SBD4, SBD6.1 and terms of reference.
 3. Bidders must ensure that they are registered with National Treasury Central Supplier Database (CSD)
 4. The attached forms must be completed in detail and returned with your bid. Bid documents must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of the bid. (Failure to comply will disqualify your proposal).
 5. Total bid price must be written correctly and in full.
 6. Bidders are required to submit a valid BBEE status level verification certificates or sworn affidavit thereof together with their bids. The certificate must be verified by SANAS.
 7. Certified ID copies of company directors and shareholders must be attached.
 8. Sub-contract documents must be attached where applicable and signed by both parties. The agreement must clearly state the percentage sub-contract as per the conditions of the id.
 9. All company registration documents must be submitted.
 10. Shortlisted bidders will be subjected to vetting and Inspection on compliance with BCEA, UIF ACT, COID ACT AND PSBC.

11. All bids will be submitted at: Department of Employment and Labour, 2nd Floor, Room 213, Provident House Mmabatho.
12. Emailed bids will not be accepted.
13. Bidder must submit a **BANK RATING LETTER** not Account confirmation letter.

Yours faithfully

SIGNED

BIDS MANAGEMENT

DATE: 27/07/2023

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 11:00

CLOSING DATE...29/08/2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a total price for the duration of the period of the bid contract inclusive of all applicable taxes for the project R.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....		
.....		
.....		
.....		

5.1 Other expenses as per PSIRA rating

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

TOTAL: R.....

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

Bid No.:

Name of Bidder:

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	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

7. Are the rates quoted firm for the full period of contract? *YES/NO

8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

**PSIRA PRICING SCHEDULE GUIDELINE SHOULD BE TAKEN INTO CONSIDERATION WHEN QUOTING. IT WILL BE CONSIDERED WHEN EVALUATING THIS BID

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF EMPLOYEMENT AND LABOUR
PROVIDENT HOUSE, UNIVERSITY DRIVE
MMABATHO
ATTENTION: TEBOGO MACHETHE

Tel: 018 387 8210/ 072099 7192

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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 tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to 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.)

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)
WOMEN		5		
SMME		6		
HDI		4		
DISABLED INDIVIDUALS		3		
LOCALITY		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder²):

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.

¹"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.

²"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

.....

YES/NO

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

YES/NO

[illegible][illegible]

4 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

May 2011

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PCS/01/2023	CLOSING DATE:		CLOSING TIME:	11:00
DESCRIPTION	CLEANING AND HYGEINE SERVICES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	TEBOGO MACHETHE		CONTACT PERSON		
TELEPHONE NUMBER	018 387 8210		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Tebogo.Machethe@labour.gov.za		E-MAIL ADDRESS		
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
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:

.....

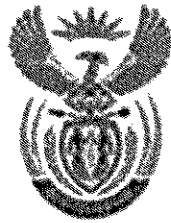
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

**MINIMUM REQUIREMENTS CONTRACT HYGIENE
AND CLEANING SPECIFICATION:**

NORTH WEST PROVINCE

POTCHEFSTROOM LABOUR CENTRE

DURATION: 36 MONTHS

SPECIFICATION FOR RENDERING CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR: POTCHEFSTROOM LABOUR CENTRE

1. SPECIFICATIONS

1.1 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, POTCHEFSTROOM LABOUR CENTRE.			
PHYSICAL ADDRESS		KOEDOE BUILDING, 10 AUTO AVENUE, POTCHEFSTROOM, 2531	
Number of employees:	<u>27</u>	Visitors (average per day):	<u>70</u>
Size of area to be cleaned:	<u>576.122M</u>		
SCOPE OF CLEANING AND HYGIENE			
Number of floors	2	Number of restrooms	
		• Male - staff	2
Number of offices	14	• Male - public	1
Cubicles	6	• Cubicles	6
Meetings/conference rooms	1	• Urinals	4
Number of passages	2	• Female - staff	2
Number of reception	2	• Female - public	1
Store room	2	• Cubicles	6
Number of strong room	0	• Unisex)	0
Kitchen	2	• People with disability	1
Number of server rooms	1	Parking bays	12
Number of kiosks	0	Guardhouse	0

NUMBER OF EMPLOYEES CLEANERS
1. THREE (3) employees will be required to ensure that cleaning and hygiene services are provided at the premises.
2. Employees to be employed by the service provider will be subjected to a security screening process which will be done through the Department.
3. All cleaners to attend a compulsory OHS induction.
4. Employees on leave should be replaced with temporary employees for the duration of the leave period.

SPECIFICATION FOR RENDERING CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR: POTCHEFSTROOM LABOUR CENTRE

1.2 MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR POTCHEFSTROOM LABOUR CENTRE	
CLEANING MATERIALS	
Double ply toilet paper	330
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	4
Emerald Green all-purpose gel (pH: 7.0-8.0)	15 Litres
Ammoniated cream cleaner	10 Litres
Toilet bowl cleaner	10 Litres
Thick bleach	10 Litres
Dish washing liquid soap	10 Litres
Liquid furniture polish	15 Litres
Liquid window cleaner	5 Litres
Dish washing cloth	4
Dust cloth	3
Tile cleaner	5 Litres
Toilet brushes (must be replaced every 6 months)	11

1.3 QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR POTCHEFSTROOM LABOUR CENTRE		
ITEM DESCRIPTION	FREQUENCY OF MAINTENANCE/ SERVICE	NUMBER OF UNITS TO BE SUPPLIED/INSTALLED
Hands free hand sanitizer holder	Once off	5
Refill sanitisers with hand sanitiser spray (500ml)	Monthly	5
Hand soap dispenser	Once off	5
Refill hand soap containers (800ml)	Monthly	10
Air freshener holders (motion sensor)	Once off	5

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Refill air fresheners (750ml air mist; to last for 30 days)	Monthly	5
Hand towel (paper) dispensers	Once off	5
Replenish paper/hand towels (150m roll; quality must comply with SANS 1887-8)	Monthly	10
Install holders for disinfection cleaning wipes	Once-off	6
Refill/replace disinfection cleaning wipes (100 individual wipes)	Monthly	12
Replace P-mat at urinals	Monthly	6
Install Sanitizer Drip for Urinals	Once off	6
Urinal auto sanitiser dispenser refill	Monthly	6
Sanitary Bins	Once off	2
Supply disposable plastics for sanitary products (20 in a packet)	Monthly	2
Empty, sanitise and deodorise sanitary SHE bins and replenish she bin liners	Weekly	6

CARWASH SERVICES TO BE PROVIDED FOR POTCHEFSTROOM LABOUR CENTRE

ITEM DESCRIPTION	FREQUENCY OF MAINTENANCE/ SERVICE	NUMBER OF CARS TO BE WASH/ VACUUM/ POLISH
Wash and vacuum	Weekly	6
Polish	Monthly	6

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2.	BRIEFING SESSION
2.1	No briefing session will be conducted instead bidders to send their SCM enquiries through the email (Tebogo.Machethe@labour.gov.za)
3.	COMPULSORY SITE INSPECTIONS
3.1	No site inspection will be conducted instead bidders to send their enquiries through the email (Sefularo.Morake@labour.gov.za)
3.2	Bidders may visit the office by appointment
4.	WORKPLAN
4.1	The bidder must submit, together with the bid document, a complete work plan in which, amongst others, the following should be indicated:
4.1.1	The work method/plan that will be followed for the execution of the contract in terms of how the monitoring and supervision will be done.
4.1.2	A schedule of all duties to be carried out by the cleaning and hygiene service provider should be included in the work plan for the full contract period and must be approved by the department.
4.1.3	The work plan document must also include the maintenance of cleaning services and hygiene equipment.
4.2	The Department of Employment and Labour will work strictly according to the work schedule and if the tasks indicated on the work schedule are not performed on time that will constitute a breach of contract and penalties will be levied.
4.3	Penalties for non-performance will be negotiated and agreed on with the successful bidder at the beginning of the contract.
4.4	No other duties will be performed by the cleaning staff (e.g. washing of crockery, dishes for departmental staff).
5.	LEGISLATIVE REQUIREMENTS

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	<u>Bidders must comply with the following Legislative and Regulatory Requirements</u>
5.1	Basic Conditions of Employment Act, 75 of 1997.
5.2	Sectoral Determination 1: Contract Cleaning Sector.
5.3	Occupational Health Safety Act, 85 of 1993.
5.4	Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
5.5	Unemployment Insurance Contributions Act, No. 4 of 2002.
5.6	Unemployment Insurance Act, no. 63 of 2001.
5.7	National Minimum Wage Act no. 9 of 2018.
5.8	Labour Relations Act, 66 of 1997
5.9	Employment Service Act, no 4 of 2014
5.10	Employment Equity Act 55 of 1998
6.	OFFICIAL WORKING HOURS
6.1	The working hours of the Department of Employment and Labour are from 7:30 to 16:00-Monday to Friday.
6.2	The working hours for cleaning staff will be from 07h30 to 16h00 (will be agreed upon by the Department and the successful bidder).
6.3	Provision should be made for overtime when needed – for instance stripping and sealing of floors that should be done after hours or over weekends. This should be agreed in advance.
7.	CONDITION OF CLEANING, HYGIENE EQUIPMENT, MATERIALS AND CARWASH.
7.1	The service provider must supply cleaning equipment and material approved by SABS or a SABS accredited agency.
7.2	The service provider must ensure that all cleaning equipment are in a serviceable condition.
7.3	The service provider must supply a material safety data sheet and chemical register for all chemicals used.
7.4	All cleaning material should be delivered on the first day of every month and the remaining cleaning material remains the property of the department.
7.5	Cleaning and hygiene should include the following, but is not limited to the items mentioned:
7.5.1	CLEANING EQUIPMENT TO BE SUPPLIED FOR EACH CLEANER

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	Cleaning trolley per cleaner	Mop per cleaner, which must be replaced every 3 months or earlier should the need arise
	Broom per cleaner	Dust pan per cleaner
	1,5 metre feather dusters per cleaner	Warning signs for wet / slippery floors available for per cleaner;
	1 Vacuum cleaner	And all other necessary equipment. (to be indicated in the work-plan)
	Step ladders	
8.	UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING	
8.1	Every employee must be clothed in full uniform, depicting the name of the company, and name tag of the employee .	
8.2	Applicable personal protective clothing and equipment must be provided to the employees.	
	N.B All staff must always wear their uniform for identification	
9	MEETINGS	
9.1	The project manager of the appointed cleaning company must attend the following meetings organised by the Department:	
9.1.1	Monthly meetings;	
9.1.2	Ad-hoc meetings organised as and when necessary.	
10.	MINIMUM STANDARDS REQUIRED BY THE DEPARMENT SUPPORTING CLEANING AND HYGIENE SERVICES	
10.1		
10.1.1	Glass doors	Clean weekly
10.1.2	Tile floor	Sweeping and mopping daily
10.2	<u>Offices and floors with carpets</u>	
10.2.1	Offices	vacuum twice per week or as and when required.
10.3	<u>Passages and floors without carpets</u>	
10.3.1	Sweep	Daily or as and when required
10.3.2	Mop	Daily or as and when required
10.4	<u>Offices</u>	
10.4.1	Dust all surfaces	Daily
10.4.2	Dust all high ledges and fittings	Every second day

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10.4.3	Dust window ledges	Every second day
10.4.4	Clean and disinfect telephones	Daily
10.5.5	Empty waste bins	Twice a day
10.5.6	Polish furniture	Once a week
10.5.7	Vacuum carpets (where applicable)	twice per week
10.5	<u>Walls</u>	
10.5.1	Walls must be wiped when and where necessary with a recognized detergent that will not damage the surfaces.	
10.5.2	Portraits: Feather duster must be used to clean the portraits.	
10.6	<u>Toilets</u>	
10.6.1	The toilets must be clean before 08:00 in the mornings, 11h00 and 14h00	
10.6.2	Cleaner responsible for toilet must make sure that the toilets are always clean and toilet cleaning register is completed.	
10.6.3	Toilet paper must always be available in all toilets at all times.	
10.6.4	Sanitary bins must emptied once a week and the materials must be disposed as per the Regulations for Hazardous Biological Agents	
10.7	<u>Blinds</u>	
10.7.1	Dust with feather duster	Daily
10.7.2	Wipe with a wet cloth	Quarterly
10.7	<u>Parking areas and pavement of entrances</u>	
10.7.1	Areas must be kept clean at all times	Daily
10.7.2	Remove any waste around area	Daily
10.7.3	Empty dustbin(s) (parking areas)	Daily
10.9	<u>Storerooms</u>	
10.9.1	Clean	Once per month
	Specific arrangements in this regard must be made with the relevant officials, as access to storerooms is restricted.	
10.10	<u>Kitchen</u>	
10.10.1	Sweeping of floors	Daily
10.10.2	Mopping of floors	Daily
10.10.3	Wash basin area	Daily
10.10.4	Empty dustbin	Daily
10.10.5	Wipe microwaves inside and outside	Daily
10.10.6	Wipe fridge inside	Once a week
10.10.7	Wipe fridge outside	Daily
10.10.8	Cleaning and refilling of aqua cooler	Daily
10.11	<u>Boardrooms</u>	
10.11.1	Dust all boardroom tables and chairs	Daily
10.11.2	Polish furniture	Once a week when requested
10.12	<u>Computer equipment, televisions, video equipment, fax machine, photocopiers, DVD players and other electronic equipment</u>	
10.12.1	Must be cleaned on request, or at least once a week, with the Anti-Static cleaning material but always with the authority of the occupant/ manager.	

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10.13	<u>Doors</u>	
10.13.1	Wooden doors must be dusted and wiped weekly on the inside and outside.	
10.13.2	Glass doors must be dusted daily and cleaned once a week with applicable detergent	
10.13.3	Doorknobs and handles must be wiped and sanitized twice a day with a damp cloth, if made of copper /chrome must be polished monthly.	
10.14	<u>Windows</u>	
10.14.1	Must be washed once every 3 months inside and outside.	
10.15	<u>Computer/server rooms</u>	
10.15.1	Computer/server rooms must be cleaned daily in such a way that dust do not rise or accumulate on apparatus during cleaning on same schedule as offices. Specific arrangements in this regard must be made with the occupants, as access to computer/server rooms is restricted.	
10.17	<u>Staircases</u>	
10.17.1	Sweep stairs	Daily
10.17.2	Mop stairs	Daily
10.17.4	Wipe and sanitize handrails	Daily
10.18	<u>Lifts</u>	
10.18.1	Floors swept, mopped and disinfected	Daily
10.18.2	Interior (walls, ceiling and doors cleaned with suitable cleaning material for stainless steel and surfaces disinfected	Daily

11.	PRICING
	Bidders should take note of the CPI clause from the Statistics South Africa's website and also consider the cleaner's annual wage increase in terms of the Sectoral Determination and or National Minimum Wage Act (whichever is higher) (see SBD 3.1 clause in the attached Bid document). The Department retains the right to negotiate prices with the preferred bidder as prescribed by the Preferential Procurement Regulations (PPR) of 2022.

12.	GENERAL CONDITIONS
12.1	SUPERVISION REQUIREMENTS
	The successful bidder must ensure that supervision is taking place on a regular basis.

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12.2	COMPLIANCE WITH LEGISLATION AND REGULATIONS
	The service provider must comply with all acts and regulations applicable to contract cleaning and hygiene services sector.
12.3	ROUTINE ACTIVITIES IN OFFICES
	Cleaning work should under no circumstances disrupt the routine activities of the State.
12.4	WORKMANSHIP AND MATERIAL
	All work must be of a high standard and executed to the satisfaction of the Department. All material and chemicals must be of good and acceptable quality (SABS and/or SABS accredited agent approved).
12.5	FIRE EXTINGUISHERS
	The contractor and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on site in activities attached to the rendering of the service.
12.6	TOILET CISTERNS AND DRESSING ROOMS
	The tending of toilets/bathrooms and dressing rooms shall, as far as possible, be done by employees of the appropriate gender.
12.7	UNACCEPTABLE CLEANING AGENTS
	No equipment, utensils or agents that may cause damage to persons, the buildings, fittings, or contents shall be used. The Department has the right to reject any such equipment, utensils or agents.
12.8	MACHINES AND EQUIPMENT
	The service provider shall re-fill, empty or clean machines and equipment only at such places as indicated.
12.9	WARNING SIGNS
	Clearly readable warning notices or signs must be exhibited where needed, where the rendering of the cleaning and hygiene service may cause injuries to any person(s).
12.1	INFLAMMABLE AND POISONOUS SUBSTANCES
0	
	The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the Department for the rendering of the service or any other purpose.

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12.1 1	LIABILITY
	The service provider indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the service provider or any other person, that may result from or be related to, the execution of this contract.
12.1 2	COMPENSATION FOR DAMAGES
	The service provider will be held liable for any damage or theft that may be caused, to the premises or contents, by his/her employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider. The contractor must arrange the necessary insurance policy for public liability with a reputable insurance company and submit documentary proof that such policy is in effect, in the name of the service provider.
12.1 3	RECTIFICATION OF DAMAGES
	In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the service provider undertakes to rectify the damage immediately to the satisfaction of the State. If the service provider fails to act immediately after notification, the State will rectify the damage and the costs thereof will be recovered from any moneys due to the service provider.
12.1 4	MODERATION PROCESS
	(i) Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through moderation in accordance with the procedures and ways stipulated hereunder and failing which arbitration will be persuaded.

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	(ii) Within 14 days after a dispute has been lodged and no agreement could be reached a party will have the right, by notice to the other, to demand that the dispute be referred for moderation in terms of the GCC clause.
	(iii) The parties involved must agree mutually as to who will act as moderator.
	(iv) The moderator must notify the parties in advance, regarding the remuneration for the services.
	(v) Each party must submit a full written view of his/her case to the moderator within 14 days of the notification in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his/her case rests and he/she must serve a copy on the other party.
	(vi) Within 14 days after receipt of the copy of the other party's case - view, any party may reply thereto and submit a supplementary piece to the moderator and serve a copy on the other party.
	(vii) The moderator will then facilitate a meeting/s between the parties to mediate a solution. If no solution is agreed to the parties may approach the courts.
13.	CONDITIONS IN RESPECT OF PERSONNEL OF THE SERVICE PROVIDER
13.1	The personnel of the service provider will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
13.2	Each member of the service provider personnel must submit a trade health certificate at the start of the cleaning service and it must be revised annually at the request of the contract person.
13.3	Without prejudice to the service provider's responsibility to select his/her personnel before employment, the State will at all times have the right to point out staff members of the service provider who is considered a safety, health or security risk or with undesirable conduct in which case the service provider will be requested not to utilize such person(s) any longer to honor his/her obligations in terms of this agreement.
13.4	In such a case the service provider will immediately comply with the request and the service provider will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the service provider indemnifies the State against any claim from the employee concerned.
14.	UNSPECIFIED SERVICES
14.1	Should any unspecified services be required by the Department and payment must be made for such services, correct supply chain management processes will be followed.

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15.	PAYMENTS
15.1	Payment will be made not later than 30 days after a valid invoice/claim had been submitted and all requirements have been adhered to. The invoice must indicate for which month's services payment is claimed and must reflect the order number. Certification can only take place after the last working day of the month during which the service was rendered. After the first month of service rendered it will be a condition of payment that the invoice must be accompanied by a schedule that indicate the payment history of the previous month specifically showing that the minimum rates as required by legislation had been paid to contracted cleaning staff.
15.2	NB: No upfront /advanced payments will be allowed.
16.	FORCE MAJEURE
16.1	If the service is interrupted or temporarily delayed as a result of Labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the service provider, the parties must mutually agree on methods to continue with essential services.
16.2	Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (<i>vis major</i>) the State will, at its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original utilization and in respect of the unusable part(s) of the premises the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favor of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the State can request the contractor to resume the cleaning service with one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.
17.	TERMINATION OR WITHDRAWAL
	In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the Government General Conditions of Contract will be applicable.
	Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the bidder or a person acting on behalf of or the knowledge

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	of the bidder), firm of company (the expression "person, firm or company" shall include an authorised employee or agent of such a person, firm or company): a) Is executing a contract with government unsatisfactorily; b) Has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the public service in connection with obtaining or executing a contract; c) Has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of being found guilty of criminal offence. d) Has approached an officer or an employee in the public service before or after bids have called for, to influence the award of the contract in his favour; e) Has withdrawn or amended his bid after the time set for the receipt and opening of the bid; f) When advised that his bid has been conditionally accepted, has given notice of his inability to execute or sign the contract or furnish any security require; g) Has entered into an agreement or arrangement, whether legally binding or not, with any other person firm or company to refrain from bidding for this contract, or as to the amount of the bid to be submitted by either party; h) Has disclosed to any other person, firm or company the exact or appropriate amount of his proposed bid except where disclosure, in confidence, was necessary to obtain insurance premium quotations for the preparation for the bid; the department of Employment and labour may, in addition to any other legal recourse which it may have, cancel the contract between the department and such person, or firm or company and or resolve that no bid from such a person, firm or company will favourable considered for a specific period i) The department reserves the right to negotiate the final price.
18	INDEMNITY
18.1	The successful bidder will be held liable for any damages or loss suffered by the department, as a result of the successful bidder's own or his employees' negligence or intent, which originated on the site.
18.2	The department shall not be liable for any loss or damage of any nature to any of the successful bidder's properties or any items kept at the department's sites, even in

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	cases where the loss originated as a result of negligence or intent on the part of the department.
18.3	The department is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Successful bidder, and which arise from or are the result of any act or Omission by the Successful bidder or an employee or agent of the Successful bidder in connection with the execution of the services in terms of this contract which may result in the following cases:
18.3.1	Loss of life or injuries which may be sustained by the cleaning personnel during the execution of their duties.
18.3.2	Damages to or destruction of any equipment or property of the successful bidder during the execution of their duties.
18.3.3	Any claims and legal costs which may ensue from the failure by or acts committed by cleaning personnel against third persons, which acts include.
18.3.4	Illicit frisking, arrests and other illicit or wrongful deeds. The successful bidder shall be notified in writing of the particulars of each claim he is liable for.
19.	GENERAL BID CONDITIONS
19.1	The Department may request further information from any bidder after the closing date of the bid (within 7 days)
19.2	The Department reserves the right to award the bid to a bidder who did not score the highest points.
19.3	The Department reserves the right to not make an award.
19.4.	The validity period of the bid is 120 days.
20.	PRICE STRUCTURE TEMPLATE
	<u>NB. ALL Bid Price Proposals must be completed in line with the following requirements:</u>
	Bid price proposal must be based on ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT
	A Bid Price Proposal excluding some of the required services (as outlined in the bid specifications) shall not be accepted.
	The Labour costs for the successful bidder's employees should not be below the applicable national minimum wage.

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	ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED.
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Cleaners (Full time)	Full Time (per month)
Basic salary	R
Provident Fund	R
Sick leave	R
Skills Development Levy (SDL)	R
UIF	R
NCCA	R
Bonus	R
Other allowances (please specify)	R
Total monthly cost per cleaner	R
Number of cleaner	
Total monthly cost as per number of cleaners	R

OVERTIME COST	
CLEANER	
Saturday	R
Number of sessions (refer to tender document for specifications for afterhours cleaning services)	
Sunday	R
Number of sessions (refer to tender document for specifications for afterhours cleaning services)	
TOTAL COST FOR CLEANERS	R
TOTAL COST (SUPERVISOR AND CLEANERS COMBINED)	R

21. CLEANING MATERIAL AND SANITARY CONSUMABLES AND SANITARY EQUIPMENT (REFER TO WORK PLAN PARAGRAPH 1.2, 1.3, and 1.4 FOR SERVICES REQUIRED)			
Description of the cleaning chemical/basics	Cost per unit	Number of units	Cost per month
Description of sanitary equipment to be installed and cost of installation			
Description of sanitary consumables to be used			
Overheads			

22. EVALUATION PROCESS TO BE FOLLOWED

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below in accordance with Departmental procurement specific goals in terms of Preferential Procurement Regulations 2022.

Stage	Description												
Pre-qualification Stage	Administrative Compliance												
Stage 1 (Phase 1)	Functionality Evaluation												
Stage 2 (Phase 2 on 80/20)	Price Points = 80 Specific goals Points = 20 <table border="1"> <thead> <tr> <th>Goals</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Women</td><td>5 (100% ownership)</td></tr> <tr> <td>Promotion of SMMEs</td><td>6</td></tr> <tr> <td>HDI</td><td>4</td></tr> <tr> <td>Disabled</td><td>3</td></tr> <tr> <td>Youth</td><td>2</td></tr> </tbody> </table>	Goals	Points	Women	5 (100% ownership)	Promotion of SMMEs	6	HDI	4	Disabled	3	Youth	2
Goals	Points												
Women	5 (100% ownership)												
Promotion of SMMEs	6												
HDI	4												
Disabled	3												
Youth	2												

The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

PRE-QUALIFICATION STAGE: ADMINISTRATIVE COMPLIANCE REQUIREMENTS

ADMINISTRATIVE REQUIREMENT AND CONDITIONS.

- (1) The bidder **must comply** with ALL of the bid compliance requirements in order for the bid to be accepted for evaluation.
- (2) If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the Department is unable to verify whether the requirements are met, then the Department reserves the right to –
 - (a) Reject the bid and not evaluate it, or
 - (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- (3) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
 - (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
 - (b) in the correct format as one original document.

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- (4) Any proposals received in response to this bid remain the (intellectual) property of the Department of Employment and Labour.
- (5) Quotation with a company letter head must be attached (total bid price must be written correctly and in full)
- (6) The total Bidding price must be written correctly and in full on **SBD 1, SBD 3, pricing schedule and on quotation.**
- (7) Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their BBEE rating claims. The certificate must be SANAS verified or a valid Affidavit as at the date of closure of the bid.
- (8) All Standard Bidding Documents (SBD) forms submitted with the bid must be completed and signed, where applicable. Failure to do so may invalidate the bid.
- (9) ID copies of Company Members and Shareholders, at the point of submission, failure to submit will result in the disqualification of the bidder.
- (10) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.
- (11) Where local content is a requirement for the bid, the stipulated percentage as mentioned for the bid must be clearly shown.
- (12) If required as a condition for the bid, the sub-contracting agreement signed by both parties must be attached. The agreement must clearly state the percentage sub-contracted as per the conditions of the bid.
- (13) All company registration documents (CK) must be submitted
- (14) Company profile must be attached
- (15) Copies of Letters of Good Standing issued by the Compensation Fund must be submitted and be valid on the closing date.
- (16) Bidders must be registered on the Central Supplier Database (CSD) and provide the detail report that has a compliant TAX status and valid banking details. They must also have a corresponding commodity with the advertised bid; if the relevant commodity is not registered on CSD the bid will be disqualified.
- (17) A valid SARS PIN for verification must be submitted.
- (18) No late bids shall be accepted.
- (19) Please note that all enquiries must be directed to this email – @labour.gov.za.
- (20) The Department of Employment and Labour reserves the right to at any given time request additional information for clarification purposes during the evaluation process of this bid.

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(21) Site inspections of companies will be conducted by the representatives of the Department on Bidder/s who have proceeded for evaluation: Phase 2 if required for the bid.

23. FURTHER EVALUATION WILL BE DONE AS FOLLOWS:

PHASE 1: FUNCTIONALITY REQUIREMENTS EVALUATION

Bids invited on the basis of functionality as a criterion must be evaluated in two stages.

First functionality must be assessed and then in accordance with the 80/20 on Departmental procurement specific goals in terms of Preferential Procurement Regulations 2022.

NB: Bidders should score 70/100 points or more to qualify for the 80/20 evaluation.

PHASE 2: 80/20 EVALUATION

Only bids that achieve the minimum qualifying score of 70% for functionality will be evaluated further in accordance with the 80/20 Departmental procurement specific goals in terms of Preferential Procurement Regulations 2022.

CRITERIA THAT WILL BE CONSIDERED IN EVALUATING THE BID

PHASE 1: FUNCTIONALITY

	EVALUATION CRITERIA	POINTS
1.	Submit a detailed work plan that entails the following areas:	
	• Cleaning and hygiene equipment and material	
	• Personal Protective Equipment(PPE)	
	• Company policy on OHS	
	• Disposal procedure in line with OHS legislation	
2.	Relevant experience in the cleaning and hygiene industry	
	Attach a stamped copy of existing or previous contract/ purchase order or appointment letter from the entities is/was rendered	
	• More than 5 years	
	• From three to five years	
	• One to three years	
	• Less than one year	
	Please note that different contracts that run concurrently will be counted as one year of experience	
3.	Demonstrate locality of the business by attaching municipal account not older than three months in the name of the director or owner of the company (as reflected of CIPC certificate/CSD)	
	• Well established office in the district municipality	
	• Well established office in the Province	
	• Well established office in the RSA	
	Financial Management	

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	The bidder is requested to submit bank rating letter/grading letter as per the following categories	
	• Category A	
	• Category B	
	• Category C	
	• Category D	
	TOTAL	100

PHASE 2: PRICE (80) AND SPECIFIC GOALS POINTS (20)

STAGE 1: Price =80

STAGE2: POINTS FOR SPECIFIC GOALS =20

24. THE DEPARTMENT'S RIGHTS REGARDING BIDS:

- The Department is not obliged to accept the lowest price, as it is not the only consideration.
- The Department has the rights to accept, at its sole discretion, any bid in its entirety or partly.
- The Department reserves the right not to award a bid.
- The Department reserves the right to disqualify a bidder whose bid contains a misrepresentation which is materially incorrect or misleading.
- The Department is not liable for any financial expenditure incurred in drawing up the bid, or for any steps taken by the bidder in drawing up such a bid.

The successful bidder will be required to sign a Contract SBD 7.2 Service Level Agreement (SLA) and a contract.

NAME OF BID SPECIFICATION CHAIRPERSON: Mr Pat Motlhabane

Signature: _____

Dare: _____


26/07/2023