

SPECIFICATION FOR RENDERING CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THREE (3) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, BELA BELA SATELLITE OFFICE



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

MINIMUM REQUIREMENTS CONTRACT HYGIENE AND CLEANING SPECIFICATION

BELA BELA SATELLITE OFFICE

DURATION: 3 MONTHS

SPECIFICATION FOR RENDERING CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THREE (3) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, BELA BELA SATELLITE OFFICE

1. SPECIFICATIONS

1.10 SPECIFICATION FOR RENDERING OF CONTRACT CLEANING AND HYGIENE SERVICES FOR A PERIOD OF THREE (3) MONTHS AT THE DEPARTMENT OF EMPLOYMENT AND LABOUR, BELA-BELA SATELLITE OFFICE

PHYSICAL ADDRESS		13 Kretzschmar Avenue, Bela Bela, 0480	
Number of employees:	6	Visitors (average per day):	37
Size of area to be cleaned:	97m ²		
SCOPE OF CLEANING AND HYGIENE			
Number of floors	1	Number of bathrooms	
		• Male - staff	1
Number of offices	5	• Male - public	1
Cubicles		• Cubicles	0
Meetings/conference rooms	0	• Urinals	2
Number of foyers	1	• Female - staff	1
Number of reception	1	• Female - public	2
Store room	2	• Cubicles	0
Number of strong room	0	• Unisex)	0
Kitchen	1	• People with disability	1
Number of server rooms	1	Parking bays	1
Number of kiosks	3	Guardhouse	0
		No of passages	1

NUMBER OF EMPLOYEES CLEANERS

1. One (1) 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.

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1.11 MONTHLY QUANTITIES OF CLEANING MATERIALS TO BE PROVIDED FOR BELA-BELA SATELLITE OFFICE

CLEANING MATERIALS

Double ply toilet paper	48 rolls
Plastic refuse bags for office, kitchen and parking dust bins(20 units per packet)	1 packet
Emerald Green all-purpose gel (pH: 7.0-8.0)	1 litre
Ammoniated cream cleaner	750ml
Toilet bowl cleaner	2 litres
Thick bleach	750ml
Dish washing liquid soap	750ml
Liquid furniture polish (750 ml spray cans)	1
Liquid window cleaner (750ml bottles)	1
Dish washing clothes	3
Dish washing sponges	1
Dust cloths	2
Self-shine floor polish	1 litre
Tile cleaner	1 litre
Tile stripper	1 litre
Toilet brushes	1 per cubicle

1.12 QUANTITIES OF HYGIENE EQUIPMENT AND MATERIALS TO BE PROVIDED FOR BELA-BELA SATELLITE OFFICE

ITEM DESCRIPTION	FREQUENCY OF MAINTENANCE/ SERVICE	NUMBER OF UNITS TO BE SUPPLIED/INSTALLED
Refill sanitisers with sanitiser spray	Monthly	2
Refill hand soap containers (800ml)	Monthly	2
Refill air fresheners (75ml air mist; to last for 30 days)	Monthly	3

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Replenish paper/hand towels (150m roll; quality must comply with SANS 1887-8)	Bi-weekly	3
Install holders for disinfection cleaning wipes	Once-off	2
Refill/replace disinfection cleaning wipes	Monthly	2
Replace P-mat at urinals	Monthly	2
Urinal auto sanitiser dispenser refill	Monthly	2
Empty, sanitise and deodorise sanitary SHE bins	Weekly	3
Supply disposable plastics for sanitary products	Weekly	15 units (15 per toilet)
Deo blocks	Monthly	5
Supply, maintain Bio Hazard Bins,	Weekly	2
Install Toilet Auto sanitizers	Once off	2
Toilet auto sanitiser dispenser refill	Monthly	2
Supply Bio hazard Bin liners	Monthly	3
Install toilet Roll holders	Once off	3
Hand towel (paper) dispensers	Once off	2
Install Sanitizer Drip for Urinals	Once off	2
Hands free sanitizer holder	Once off	0
Air freshener holders (motion sensor)	Once off	0
Sanitary Bins	Once off	3
Hand soap dispenser	Once off	5

1.4 HYGIENE EQUIPMENT TO BE INSTALLED AT BELA ELA SATELLITE OFFICE

NB: The bidder must install, maintain and repair the following equipment required during the period of the contract:

(It will be the service provider's responsibility to remove the equipment at the expiry of the contract.)

1. Hand towel (paper) dispensers. The dispensers are to be installed next to the basin.
2. Sanitizer drip for urinals
3. Sanitizer drips for the toilet bowls
4. Toilet roll holder
5. Hands free sanitizer holder

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6.	Battery operated automated air fresheners
7.	Disinfection cleaning wipe holders
8.	Urinal auto sanitizer
9.	Toilet bowl auto sanitizers
10.	Sanitary bins
11.	Holders/ canisters for disinfection cleaning liquid (all bathrooms; lift entrances and building entrances)

2.	BRIEFING SESSION
2.1	No briefing session will be conducted instead bidders to send their enquiries through the email (Limpopo.tenders@labour.gov.za)
3.	COMPULSORY SITE INSPECTIONS
3.1	No site inspection will be conducted instead bidders to send their enquiries through the email (Limpopo.tenders@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.

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4.4	No other duties will be performed by the cleaning staff (e.g. washing of crockery, dishes for departmental staff).
5.	LEGISLATIVE REQUIREMENTS <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	Lunch break is between 12:45 to 13:30.
6.3	The working hours for cleaning staff will be from 06h30 to 15h00 (will be agreed upon by the Department and the successful bidder).
6.4	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 AND MATERIALS.
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.

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7.4	All cleaning material should be delivered on the last 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:	
7.6	CLEANING EQUIPMENT TO BE SUPPLIED FOR EACH CLEANER	
	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;
	Vacuum cleaners (determined by the number of cleaners per site and where applicable)	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	<u>Building entrances must be cleaned before 07h30</u>	
10.1.1	Glass doors	Clean weekly
10.1.2	Tile floor	Sweeping and mopping daily
10.2	<u>Offices, passages and lobby floors with carpets</u>	
10.2.1	Passage and lobbies	vacuum daily

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10.2.2	Offices	vacuum twice per week
10.3	<u>Passages and lobby floors without carpets</u>	
10.3.1	Sweep	Daily
10.3.2	Mop	Daily
10.3.3	The floors must be stripped and sealed once a month with non-ammoniac stripper (service provider must provide warning signs when washing / polishing / buffing floors during office hours)	
10.4	<u>Passages with carpets</u>	
10.4.1	Vacuum	Mondays; Wednesday, Friday, and as per need/request
10.5	<u>Offices</u>	
10.5.1	Dust all surfaces	Daily
10.5.2	Dust all high ledges and fittings	Every second day
10.5.3	Dust window ledges	Every second day
10.5.4	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 and paintwork</u>	
10.5.1	Walls and Artwork (painting) must be wiped when and where necessary with a recognized detergent that will not damage the surfaces.	
10.5.2	Artwork: Feather duster must be use to clean the artwork/dusting.	
10.6	<u>Toilets (must be cleaned before 07:30)</u>	
10.6.1	The toilets must be clean before 07h30 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 and bio-hazard/medical waste 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	Daily
10.7.2	Wash with an approved detergent	Quarterly
10.8	<u>Parking areas and pavement of entrances</u>	
10.8.1	Areas must be kept clean at all times	Daily
10.8.2	Remove any waste around area	Daily
10.8.3	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>Refuse area (temporary storage area)</u>	
10.10.1	Sweep and keep area tidy	Daily

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	(Place dustbins daily outside building for collection of waste)	
10.11	<u>Kitchen</u>	
10.11.1	Sweeping of floors	Daily
10.11.2	Mopping of floors	Daily
10.11.3	Wash basin area	Daily
10.11.4	Empty dustbin	Daily
10.11.5	Wipe microwaves inside and outside	Daily
10.11.6	Wipe fridge inside	Once a week
10.11.7	Wipe fridge outside	Daily
10.11.8	Cleaning and refilling of aqua cooler	Daily
10.12	<u>Boardrooms</u>	
10.12.1	Dust all boardroom tables and chairs	Daily
10.12.2	Polish furniture	Once a week when requested
10.13	<u>Computer equipment, televisions, video equipment, fax machine, photocopiers, DVD players and other electronic equipment</u>	
10.13.1	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.	
10.14	<u>Doors</u>	
10.14.1	Wooden doors must be dusted and wiped weekly on the inside and outside.	
10.14.2	Glass doors must be dusted daily and cleaned once a week with applicable detergent	
10.14.3	Doorknobs and handles must be wiped and sanitized twice a day with a damp cloth, if made of copper /chrome must be polished monthly.	
10.15	<u>Windows</u>	
10.15.1	Must be washed once every 3 months inside and outside.	
10.16	<u>Computer/server rooms</u>	
10.16.1	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
10.17.3	Polish stairs	Once a week
10.17.4	Wipe and sanitize handrails	Daily
10.18	<u>Lifts(where applicable)</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

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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 2017.
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12.	GENERAL CONDITIONS
12.1	SUPERVISION REQUIREMENTS
	The successful bidder must provide on-site supervision. Any liaison regarding the daily needs must be through the supervisor.
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.

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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).
12.10	INFLAMMABLE AND POISONOUS SUBSTANCES
	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.
12.11	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.
12.12	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.

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	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.
	(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.

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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.
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

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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 of the bidder), firm or 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.

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	d) Has approached an office 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 required; 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 be favourably 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 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.

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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.



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

MANDATORY REQUIREMENT (CLEANING AND HYGIENE SERVICES)

LIST OF DOCUMENTS THAT MUST BE SUBMITTED WITH THE PROPOSAL

1	ID COPY OF THE OWNER OR THE DIRECTORS OF THE COMPANY
2	COID LETTER OF GOOD STANDING WITHIN VALIDITY PERIOD / TENDER LETTER
3	FULLY COMPLETED AND INITIALED SBD FORMS
4	COMPANY PROFILE
5	A FORMAL SIGNED QUOTATION ON A COMPANY LETTER HEAD

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

**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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = 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	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
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