



**PART A
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT COMMUNICATION
AUTHORITY OF SOUTH AFRICA**

BID NUMBER:	RFQ 17/08/2021	DATE OF ISSUE:	31/08/2021	CLOSING TIME:	12H00
DESCRIPTION	Hygiene Services for ICASA's North-West Regional Office				
COMPULSORY BRIEFING SESSION	N/A				

BID RESPONSE DOCUMENTS MUST BE EMAILED TO THE BELOW EMAIL

Submissions must be emailed to RFQResponses@icasa.org.za with the subject: RFQ 17/08/2021 Hygiene Services for ICASA's North-West Regional Office

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Siyathokoza Ntombela	CONTACT PERSON	Nozipho Nkosi
TELEPHONE NUMBER	012 568 3833	TELEPHONE NUMBER	0125683014/0829440019
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	SNtombela@icasa.org.za	E-MAIL ADDRESS	NNkosi@icasa.org.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	☐ Yes	☐ No			☐ Yes ☐ No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO

RFQ 17/08/2021 North-West Regional Office Hygiene Service

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) as listed under – paragraph 3.1 [mandatory requirements] below.
- 1.3 This bid will be evaluated in terms of the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2017 under 80/20 preference points system and it includes functionality. Thus, bidders who fail to obtain minimum score for functionality will not be evaluated further for price and preference.
- 1.4 This bid shall be governed by the general conditions of contract (GCC) which can be obtained from national treasury website:

ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract
- 1.5 Bidders who wishes to claim the preference points should complete SBD 6.1 form in full. (attached).
- 1.6 The bid must be submitted with the following standard bidding documents: SBD 4; SBD 6.1; SBD 3.1; SBD 8; and SBD 9.
- 1.7 The bid must be accompanied by briefing session certificate as proof that they have attended the compulsory briefing session as indicated in part a above.(if applicable)
- 1.8 Original certified copy of a BBBEE certificate issued by SANAS accredited verification agency or original certified sworn affidavit (**To claim the BBBEE points, Bidders are urged to submit their original certified copy of a BBBEE certificate issued by SANAS accredited verification agency or original certified affidavit in our tender box situated at our Head Office, at 350 Witch Hazel Ave, Eco Point Office Park, Eco Park, Centurion on by closing date 09/09/2021 at 12:00pm**)
- 1.9 **This bid must be scanned and emailed as one document, multiple submissions of single pages and photographs will not be considered.**

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.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**Company
Stamp**



TERMS OF REFERENCE FOR THE: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL AND MAINTAIN HYGIENE SERVICES FOR NORTH-WEST REGIONAL OFFICE

1. PURPOSE

The supply, delivery, installation and maintenance of hygiene services at ICASA's North West Regional Office, in Mahikeng for a period of (17) months, from the 27 October 2021 to 31 March 2023.

2. SERVICE DEFINITION

The Independent Communications Authority of South Africa (ICASA) intends to outsource the supply, delivery, installation and maintenance of hygiene services to external service providers at ICASA's North West Regional Office in Mahikeng. Qualified and interested companies with a presence in the North West Regional Office, specialising in providing hygiene services are invited to submit a proposal to provide these services for ICASA as mentioned below:

OFFICE	SERVICES
761 Dr James Moroka Drive, SABC Broadcast Centre, Unit 1 Mmabatho , Mahikeng, North West Province Building size: 394 square meters	- Hygiene Services (daily)
Contact persons	- Nozipho Nkosi : 082 944 0019 - Refilwe Ramatlo: 072 574 7164 - Mzi Walaza: 082 414 9144

2.1. TECHNICAL MANDATORY

- Valid proof of waste management certificate
- Valid pest control certificate from Dept of from Dept of Agriculture Forestry & Fisheries must be attached

3. SPECIFICATIONS

3.1. BUILDING

- Office Park Building: SABC Mahikeng
- Occupants: 9 staff members

4. SCOPE OF WORK

4.1 Provision of the following services/items:

- 4.1.1 Supply, deliver, install, commission of hygiene services, which includes installation of hygiene equipment;
- 4.1.2 Supply and replenishment of hygiene service consumables;
- 4.1.3 All equipment to be kept in safe and good working condition at all times, and must comply with all health and safety regulations;
- 4.1.4 Any faulty equipment to be replaced/maintained at the service provider's cost in the event of mechanical breakdown/malfunction;
- 4.1.5 The equipment will be installed in various locations.

4.2 Auto hand sanitizers dispensers x 14 (Rental)

- 4.2.1 Must be mounted on the drywall partitions in the **corridor and entrances** with bracket and door frames;
- 4.2.3 Auto hand sanitizers must be maintained monthly and refilled at all times;
- 4.2.4 Size: 500ml;
- 4.2.4 Colour: White;

- 4.2.5 The complete touch free operation/delivery will eliminate and help to reduce the spread of the germs;
- 4.2.6 Dose size 0.4ml per hand wash allows the dispenser to give you 2750 shots of hand sanitizers per refill
- 4.2.7 Must have an inspection window for an easy and convenient method of determining foam soap levels;
- 4.2.8 Each refill has its own pump, ensuring that the pump does not clog or break;
- 4.2.9 Controlled usage reduces servicing costs;
- 4.2.10 Optimized dosing reduces usage up to 60%;
- 4.2.11 Industry leading battery life of 3 years or 120 000 shots of hand sanitizers (Alkaline batteries only);
- 4.2.12 Dimensions: 11.2 (D) x 11.2 (W) x 20 cm(H);
- 4.2.13 The dispenser to be replaced at no cost to ICASA in the event of mechanical malfunction;
- 4.2.14 Waterless application (just spray into hands and rub in);
- 4.2.15 SABS Approved;
- 4.2.16 500ml with alcohol-based sanitizer (70% alcohol);
- 4.2.17 99.99 % germ protection;
- 4.2.18 Non-sticky foaming formulation;
- 4.2.19 Soft on hands, this formula will not dry out your hands no matter how often it is used;
- 4.2.20 Waterless application (just spray onto hands and rub in);
- 4.2.21 The refill is hygienically sealed to prevent leaking.

4.3. Auto hand sanitizers with mobile stand x 12 (Rental)

- 4.3.1 The mobile stands with sanitizers will be placed in the kitchen ,offices, open plan areas, reception area, and sick bay room ;
- 4.3.2 Colour white;
- 4.3.3 Auto hand sanitizers must be maintained monthly and refilled at all times;
- 4.3.4 Dispensers with a touch-free operation;
- 4.3.5 Must have an inspection window for an easy and convenient method of determining soap levels;
- 4.3.6 Dose size 0.4ml per hand wash allows the dispenser to give you 2750 shots of hand sanitizers per refill;
- 4.3.7 The dispenser to be replaced at no cost to ICASA in the event of mechanical malfunction.

4.4. Mobile wipes stand and bins (2 in 1 combination) x 3 (Rental)

- 4.4.1 The stand will be placed next to photocopier machine, pause area and boardroom;
- 4.4.2 Mobile wipe stand must be cleaned and refilled on a weekly basis at all times;
- 4.4.3 Floor Stand Dispenser Dimensions 29" H x 10" W (each canister body);
- 4.4.4 Floor Stand Materials Aluminium;
- 4.4.5 Wipes Bucket Dimensions 10" H x 10" W;
- 4.4.6 Waste Basket Capacity 8 Gallons.

4.5. Auto sensor/touch free bins x 1 (Rental)

- 4.5.1 The bin will be placed in the kitchen; Dispensers with a touch-free operation;
- 4.5.2 Sensor bin must be on a warranty for the duration of the contract and in the event when its damaged they must be repaired by the service provider at his cost and refilled at all times (refill plastics must be provided);

- 4.5.3 Dustbin dimensions W 4.8 mm x H 6 mm;
- 4.5.4 Capacity 40 litres;
- 4.5.1 Colour white.

4.6 Auto Cut Paper Towel Dispenser x 2 (Rental)

- 4.6.1 Paper towels dispenser to be replaced at no cost to ICASA in the event of mechanical malfunction;
- 4.6.2 Auto cut dispenser in which paper is cut at equal lengths, taking 2 ply paper towels;
- 4.6.3 Must have viewing window of the dispenser to check paper levels;
- 4.6.4 The soft paper towel dispenser must have a paper towel capacity of 500+, plus a reservoir capacity, reducing the risk of running out of paper;
- 4.6.5 Tamper-proof, lockable cover to reduce theft of soft paper towel;
- 4.6.6 Soft paper towels must automatically advance, with no need to touch the dispenser;
- 4.6.7 Auto cut must have an emergency feed button;
- 4.6.8 The soft paper towel holder must be easy to fill;
- 4.6.9 To be refilled with luxurious, soft premium quality 2 ply laminate paper, 42gsm with superb wet strength with EU Ecolabel certification (supplied and refilled by the service provider);
- 4.6.10 **4 per month;**
- 4.6.11 Colour: White

4.7 Office and vehicles disinfection

- 4.7.1 ICASA seeks to appoint a qualified service provider to render office and vehicle disinfection services for its Head Office, which includes but not limited to:
- the removal of dirt and impurities, including germs/viruses, from surfaces;
 - removing the germs/viruses, thereby decreasing their number and any risk of spreading infection;
 - to limit the survival of novel coronavirus in ICASA's office premises.
- 4.7.2 This is in line with the public recommendations made by the Department of Health and the National Institute of Communicable Diseases (NICD) to curb any potential spread of COVID-19 within the workplace.
- 4.7.3 The services will be required **on a monthly basis** even as and when a need arises in **an event a COVID-19 case occurs**.

4.5 Office disinfection

- 4.5.1 The offices and vehicles must be treated with a Steri-Fog solution, using a mechanical applicator/spray(s) that atomizes the solution and cover all surfaces. The solution must have a residual effect that provides continuous disinfection for 30 days. Where possible, hard surfaces must be wiped down and disinfected with the appropriate sanitization products.
- 4.5.2 Areas of treatment should include, but not limited to the offices, kitchens, boardrooms, meeting rooms, storerooms, filing rooms, library, main entrance areas, fire hydrant closets, toilets, cabling & pipe duct closets, and surrounding areas.
- 4.5.3 Mild and odourless chemicals and equipment used must be user - friendly, taking into consideration employees with respiratory medical conditions (e.g. asthma etc.).
- 4.5.4 The service provider should wipe high touch areas using a cloth with appropriate sanitizer or other related disinfectant (such as door frames, table tops, keyboards, mouse pads, telephones and air conditioner controllers).
- 4.5.5 In the restrooms disinfect and wipe all touch points with a cloth and sanitizers (toilet seats, flush handles, toilet rolls holders, soap, paper dispensers and hand blow dryers).
- 4.5.6 Apply knock down treatment to all areas using ULV Fogger or motorized sprayer to perform a total "volume application" e.g. all walls, carpets, tiles, skirtings on top of

cupboards, cabinets, hidden corners and, shelves including all open spaces between furniture and fittings

- 4.5.7 Ensure all work top and hard areas are covered with the disinfectant mist.

4.6 Disinfection of vehicles

- 4.6.1 Wipe the interior of the vehicle e.g. steering wheel, dashboard, gears, seats, boot and arm rests, etc.;
- 4.6.2 Perform a total "volume application" within the vehicle ensuring all surfaces are covered with the disinfect mist;
- 4.6.3 Disinfect the exterior of the vehicle e.g. handles, windows and tyres;
- 4.6.4 All waste including used tissues, and masks if used, should be put in a plastic rubbish bag and tied when full. The plastic bag should then be placed in a second bin bag and tied. It should be disposed of in line with COVID-19 regulations.

4.7 Damages to ICASA property

- 4.7.1 In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the cleaning service, the service provider undertakes to rectify/repair the damage immediately after notification by the Contract Section and/or Facilities division of the Authority. If the service provider fails to act after notification, ICASA will rectify the damages and costs will be recovered from the service provider.

4.8 Detailed methodology

- 4.8.1 A detailed methodology should be provided on how the disinfection process will be done including the disposal of waste as guided by NICD for workplace disinfection.
- 4.8.2 The appointed service provider should provide a certificate once the disinfection service has been conducted.

4.9 Office and vehicle disinfection compliance

- 4.9.1 The successful service provider will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended, which includes, but not limited to:

- 4.9.1.1 Safety procedure with regard to wearing and use of PPE, equipment and machinery and disposal thereof;
- 4.9.1.2 Procedure to identifying safety risk and resolving safety risk in workplace as required by law;
- 4.9.1.3 The appointed service provider is responsible to ensure that the services rendered meet all Occupational Health and Safety requirements, at all times;
- 4.9.1.4 The products to be used should be SABS approved disinfectants for viruses; including COVID-19 which kills 99.9% of all micro-organisms, bacteria, germs, and viruses while removing biofilm mould and organic residue;
- 4.9.1.5 Abide with any other legislation relating to the provision of OHS services, employment practices and (e.g. Electricity Act, OHS Act, SANS standards, SABS specifications, Codes of Practice etc.);
- 4.9.1.6 An MSDS/safety data sheet on products to be used should be provided prior the commencement of the service;
- 4.9.1.7 Follow the directions on the product label, e.g. some disinfectants require more time to kill the virus than others.
- 4.9.1.8 Avoid cross contamination and the movement of bacteria from one surface to another;
- 4.9.1.9 Cleaning staff should wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash;
- 4.9.1.10 Gloves and gowns should be compatible with the disinfectant products being used.
- 4.9.1.11 Additional PPE might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash;
- 4.9.1.12 Gloves and gowns should be removed carefully to avoid contamination of the cleaning staff and the surrounding area;
- 4.9.1.13 Be sure to clean hands immediately after removing gloves, by washing hands with soap and water for 20 seconds or with an alcohol-based hand sanitizer, containing a minimum of 60% alcohol;
- 4.9.1.14 Cleaning staff should immediately report breaches in PPE (e.g., tear in gloves) or any potential exposures to their supervisor.

4.10 Additional Notes

- 4.10.1 Cleaning materials and chemicals (with a minimum of 70% alcohol) shall not pose a health risk to personnel or clients and shall be cost-effective;
- 4.10.2 All products supplied must be environment friendly.

5 SPECIAL CONDITIONS

- 5.1 It is a MANDATORY condition to this RFQ that any damages caused by the successful service provider during maintenance or replacement of any equipment, the cost of repairs, including damaged walls, will be recouped from the successful service provider.
- 5.2 The successful service provider/s are expected to provide training to a 3rd party (on site cleaning company) to replenish consumables regularly, especially in high volume consumption buildings.
- 5.3 The successful SERVICE PROVIDER shall at its own cost maintain public liability insurance for accidents, injury or death during the execution of its contract. Proof of such valid insurance must be submitted with bid before closing time.
- 5.4 The service provider will at all times use good quality materials and in accordance with SABS specification.
- 5.5 Any electrical equipment used must comply with SABS, SANS and CKS specifications/certification requirements or equivalent. (Compliance certificate(s) must be submitted/attached)
- 5.6 All installations and removals of the equipment will be subject to written consent from ICASA. The successful service provider is liable for any damages of the premises when equipment is to be removed. The successful service provider will be responsible for any repairs, which includes but not limited to the replacement of wall tiles, patching/fixing drilled holes etc. to the premises (where applicable).
- 5.7 Where necessary, all batteries to be provided and replaced by the service provider, at their own cost.
- 5.8 Service provider must submit material safety data sheet for treatment of chemicals to be used in the provision of hygiene services.

- 5.9 Contracted service provider will be expected to supply a plan of training and skills transfer to 3rd party staff in the replenishment of consumables, e.g. cleaning staff.
- 5.10 Service provider to provide proof of registration/affiliation with Pest Control Industries Service Board or similar association (e.g. South African Pest Control Association etc.)
- 5.11 ICASA reserves the right to increase or decrease quantities due to budgetary constraints e.g. if new vehicles procured or office space has increased from the current exiting space. The rates remain the same for the duration for the contract.

6 CONTRACT PERIOD

- 6.1 Although within the discretion of ICASA, the minimum period that will be given to the successful SERVICE PROVIDER will be seventeen (17) months.
- 6.2 A Service Level Agreement will be signed between ICASA and the successful SERVICE PROVIDER

7 ADDITIONAL REQUIREMENTS

The information supplied in this RFQ will form the basis of a contract with the successful SERVICE PROVIDER and will be legally binding.

8 SITE VISITS

Service providers may visit ICASA premises per appointment. To arrange an appointment kindly liaise with Mzi Walaza 082 414 9144 or Refilwe Ramatlo: 072 574 7164.

9 INSURANCE

- 9.1 Without limiting the obligations of the service provider in terms of this Agreement, the service provider shall effect and maintain the following insurances, covering:
- 9.2 Public liability insurance, in the name of the service provider, covering the service provider and ICASA against liability for the death of / or injury to any person, or loss of / or damage to any property, arising out of / or in the course of this agreement.

- 9.3 The service provider shall insure all its own possessions and equipment kept on the premises, in its own name.
- 9.4 All insurance must remain in force for the duration of this agreement
- 9.5 The service provider hereby guarantees that it shall make the necessary submissions of insurance to the satisfaction of the ICASA (copies of which policies shall be provided to the ICASA annually, within 7 (seven) days of awarding/acceptance of this contract, as proof that the required insurances exist and that it will comply with all terms, requirements and conditions in respect of insurance applicable to this agreement.

10 Compliance with Legislation

- 10.1 The successful service provider, tendering on items where labour and/or equipment are included, shall enter into an agreement with ICASA, indemnifying ICASA from the provisions of the Health and Occupational Safety Act (85 of 1993);
- 10.2 The service provider is to ensure compliance with the provisions of the OHS Act & all relevant regulations, by all employees of theirs & other contractors on the site. The service provider shall provide a suitable **comprehensive health and safety work plan** appropriate for the contract tendered for. All equipment to be kept in good and safe working condition at all times and to comply with all safety regulations, including all extension cords, etc.
- 10.3 The service provider shall register with the Department of Labour under Sectoral Determination 1: Contract Cleaning Sector, South Africa (Government Gazette No. 32741 and/or 29385), or an applicable sector within the Hygiene Services.
- 10.4 The service provider shall describe the firm's quality control system and demonstrate briefly that the firm has established adequate quality control policies and procedures that comply with international standards such as ISO 9000.
- 10.5 The service provider shall supply and use only non-hazardous solvents preferably of a biodegradable and environmentally friendly nature. Where hazardous chemical substances are to be used these shall be submitted together with their chemical data

sheets as required by the relevant regulations contained in the Occupational Health and Safety Act (Act 85 of 1993),

PRICE SCHEDULE: INSTALLATION OF HYGIENE EQUIPMENT

Qty	Item Description	Unit Price	Frequency/number of times per month
14	500 ml Auto hand sanitizers installation		Monthly
14	Refill of auto hand sanitizers on a monthly basis		Monthly
2	Auto cut Paper Towel Dispensers		Monthly
2	+ 2 ply laminate paper towels, 42gsm with superb wet strength with EU Ecolabel certification		
12	Mobile hand sanitizer with stands		Monthly
12	Refill of mobile hand sanitizer stands on a monthly		Monthly
1	Sensor bin (kitchen) and maintenance (40 litres)		Monthly
3	Hand sanitizing wipes with floor stand dispenser (photocopier machine, pause area and boardroom)		Monthly
3	500 sheets of wet wipes bucket per stand/ in each bucket		Monthly
	Office disinfection (394 square meters) and 3 vehicles		Monthly
	TOTAL Services are rendered monthly		

GRAND TOTAL: Total Contract Price for Provision of Hygiene & Disinfection Services for 17 months	
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Images of hygiene equipment

1. Mobile hand sanitizer with stand



2. Automated hand sanitizers to be installed at the entrance doors (Touchless)



3. Sensor bins



4. Hand towel dispensers



5. Hand sanitizing wipes with floor stand dispenser



SBD 3.3

**PRICING SCHEDULE
(Professional Services)**

Name of bidder.....	Bid number: ICASA RFQ 17/08 /2021
Closing Time: 12:00pm	Closing date: 09 Septembert 2021

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUSIVE OF <u>VALUE ADDED TAX</u>)
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APPOINTMENT OF A RECOMMENDED SERVICE PROVIDER, FOR HYGIENE SERVICES

1. Service must be quoted in accordance with the attached Terms of Reference

Total Cost of the assignment (R inclusive of VAT) R.....

State the Total Cost in Words:

.....
.....
.....

The Total Cost should be broken-down in line with the activities as listed in the Terms of References and should cover all the activities.

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

3. **Are the rates quoted firm for the full period? *YES/NO**

4. **If not firm for the full period, provide details of the basis on which Adjustment will be applied for, e.g CPI**

NB. PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE

NB! To claim for the BBBEE points, Bidders are urged to submit their original certified copy of a BBBEE certificate issued by SANAS accredited verification agency or original certified affidavit in our tender box situated at our Head Office, at 350 Witch Hazel Ave, Eco Point Office Park, Eco Park, Centurion



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 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 REGARDING 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

.....
.....
.....



SBD 4

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 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 attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication **YES / NO**

of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

9. Full details of directors / trustees / members / shareholders.

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

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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 8.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Name of Bidder

.....
Position

.....
Date



SBD.9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Quote Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder