Private Bag X9037, PIETERMARITZBURG, 3200
Moses Mabhida Building, 300 Langalibalele Street, Pietermaritzburg, 3200
Tel: 087 121 9411
Website: www.kznonline.gov.za

INVITATION TO BID – BID KZNB 64P 2026/2027: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING, HYGIENE AND PEST CONTROL SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Company Name	

The KwaZulu Natal Office of the Premier hereby invites prospective bidders to submit offers for Cleaning, Hygiene and Pest Control Services to the KwaZulu-Natal Office of the Premier for a Period of Thirty-Six (36) Months. This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Preferential Procurement Regulations.

The evaluation criteria are divided into four (4) stages:

1. **PHASE 1: SUPPLY CHAIN MANAGEMENT ADMINISTRATIVE COMPLIANCE**
   (a) Bid submitted must be complete in all respects.
   (b) A bidder must comply with applicable Supply Chain Management (SCM) prescripts outlined in the bid document.
   (c) A bidder must attend the Non-Compulsory Site-Inspection.
   (d) A bidder must submit an offer that includes all six sites.
   (e) The bid price must be indicated on the pricing schedule SBD 3.1.

   Failure to comply with the Supply Chain Management Administrative Compliance may result in the offer being considered non-responsive and may be rejected.

2. **PHASE 2: MANDATORY REQUIREMENTS**
   A bidder must comply will all the mandatory requirements outlined in the bid document. Failure to comply with the Mandatory Requirements shall result in the offer being considered non-responsive and shall be rejected.

   a) Valid Certified copies of the Unemployment Insurance Fund (UIF) compliance certificate
   b) Valid Certified copies of the Compensation for Occupation Injuries and Diseases Act (COIDA) compliance certificate
   c) Valid Certified copies of the Cleaning Body Association (including Cleaning Association of South Africa – CASA, National Contract Cleaners Association – NCCA)
   d) Valid Provident Fund Compliance
   e) Public Liability Insurance Cover / Quotation not older than 3 months

   Failure to comply with the Phase 2 Requirements shall result in the offer being considered non-responsive and shall be rejected.

3. PHASE 3: EXECUTION CAPACITY/FUNCTIONALITY

To assess the execution capacity of the bidder, the under-listed documents must be submitted with the bid on the closing date and time of the bid:

(a) Proven Track record (Traceable Reference Letters from previous / current clients in the cleaning services)
(b) Project Plan
(c) Team leader (CV of Team Leader with contactable references indicating 5 or more years' supervisory experience in the cleaning services)
(d) Supervisors (CVs of Key Personnel (3 Supervisors) with contactable references indicating 3 or more years' supervisory experience in the cleaning services)

Bidders who did not meet a minimum threshold of 65% on Technical Evaluation Criteria will be disqualified for further evaluation – which is Price and Preference

4. PHASE 4: 80/20 PREFERENCE POINT SYSTEM

The applicable preference point system for this tender is an 80/20 preference point system where 80 points will be allocated for price, and 20 points will be allocated for specific goals as follows**:**

It is compulsory for bidders to substantiate that they meet the above specific goals and requirements by submitting the following evidence:

(a) B_BBEE certificate as issued by SANAS accredited agency, Sworn Affidavit (EME, QSE or Generic)
(b) Enterprises Located in KwaZulu-Natal – the bidder must submit a certified Copy of Enterprise Registration Certificate (CIPC) showing business registered in KZN or Municipal tax invoice for water and electricity or tribal authority letter for rural areas within the KwaZulu-Natal Province not older than 3 months indicating Enterprise address as registered with CIPC
(c) Enterprises owned by people with Disability must submit a Doctor's Note or Medical Report to substantiate claim for points
(d) Equity ownership will be verified through Central Supplier Database (CSD). There is no need for bidder to submit CSD report, the department will view the CSD report through its departmental system.

It is mandatory for tenderers to complete SBD 6.1 to claim points for specific goals and failure to complete SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

ACCESS TO OF BID DOCUMENT

Free Download of Bid Document

The bid document can be downloaded on the Departmental website at: **http://www.kznonline.gov.za** and e-Tender Portal: www.etenders.gov.za

SITE-INSPECTION (NON-COMPULSORY)

The site-inspection will be held as follows:

Location 1 – Pietermaritzburg

Sites:

a) Moses Mabhida building ***(300 Langalibalele Street)***
b) Natalia building ***(330 Langalibalele Street)***
c) Invesco Centre ***(16 Chatterton Road)***
d) Parkside ***(Topham Road)***

Date: : 03 December 2026 - Pietermaritzburg
Time : 10:00 am

Location 2 – Durban

Sites:

a) The Marine building ***(22 Dorothy Nyembe Sreet)***
b) PPSTA ***(321 ZK Mathews Road)***

Date: : 07 December 2026
Time : 10:00 am

CONTACT PERSON FOR SCM AND TECHNICAL ENQUIRIES
SCM enquiries may be directed to:
Ms. D. Msomi. (087) 121 9411 and e-Mail: dumisile.msomi@kznpremier.gov.za

Technical enquiries may be directed to:
Ms. B. Zondo. Tel No. 060 524 4401 via email at busisiwe.zondo@kznpremier.gov.za
Mr Mbuso Ndlovu, Tel No. 079 588 4508 via email at mbuso.ndlovu@kznpremier.gov.za

CLOSING OF BID:
The closing date and time for receipt of Tenders is **15 December 2026 11h00 am.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted. Bids must be deposited in the bid box specified below. Bids deposited in any other bid box and address will not be accepted.

The Bid Box, located on the ground floor by the SAPS booth at the Moses Mabhida Building

Attention: Ms D. Msomi
Supply Chain Management Unit
KZN Office of the Premier
300 Langalibalele Street
Pietermaritzburg
3201

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DEFINITIONS

1. **"Acceptance bid"** means any bid which, in all respects, complies with the specifications and conditions of
bid as set out in the bid document under bid number

2. **"Bid"** means a written offer in a prescribed or stipulated form in response to the invitation by the Department for the provision of goods, works or services under bid number

3. **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

4. **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

5. **"Contract"** means the agreement that results from the acceptance of the bid by the Department.

6. **"Control"** means the possession by a person, of a permanent authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

7. **"Department"** means the KwaZulu-Natal Office of the Premier.

8. **"Equity Ownership"** means the percentage of ownership and control, exercised by individuals within an enterprise.

9. **"Operation Vula"** means the Programme administered by the Department of Economic Development, Tourism and Traditional Affairs aimed at boosting KwaZulu-Natal local economies through the buying power of the Provincial Government. The programme is a tool to enable cooperatives or SMMEs business entities owned by women, youth and people with disabilities to become preferred suppliers.

10. **"Specific goals"** means the inclusion of the following:
    (i) contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability
    (ii) implementing the programme of the Reconstruction and Development Programme as published in the Government Gazette No. 16085 dated 23 November 1994

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWAZULU-NATAL OFFICE OF THE PREMIER					
BID NUMBER:	**KZNB 64P 2026/2027**	**CLOSING DATE:**	**15 DECEMBER 2026**	**CLOSING TIME:**	**11h00**
DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING, HYGIENE AND PEST CONTROL SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
LOWER GROUND FLOOR, MOSES MABHIDA BUILDING,					
CORNER 300 LANGALIBALELE STREET AND ARCHBELL STREET (PREVIOUSLY KNOWN AS LONGMARKET STREET),					
PIETERMARITZBURG					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ms. D.Msomi	CONTACT PERSON	MS. B. Zondo
TELEPHONE NUMBER	(087) 121 9411	TELEPHONE NUMBER	(060) 524 4401
E-MAIL ADDRESS	dumisile.msomi@kznpremier.gov.za	E-MAIL ADDRESS	busisiwe.zondo@kznpremier.gov.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ 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]

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, 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: .....

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) ……, WHO REPRESENTS (state name of bidder) ……CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION D

NON-CUMPULSORY SITE-INSPECTION

Bid Reference No: **KZNB 64P 2026/2027**

Goods/Service/Work: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING, HYGIENE AND PEST CONTROL SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

****

This is to certify that (bidder's representative name) _____

On behalf of (company name) __-
_____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

_____
Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

_____
Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

SECTION E

PRICING SCHEDULE – FIRM PRICES – (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder: …… ----------	Bid number: **Refer to SBD 1**
Closing Time**: Refer to SBD 1**	Closing date**: Refer to SBD 1**

BID PRICE INCLUDING VAT AT 15%: R……
(BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

AMOUNT IN WORDS: ……

……

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

-	Required by:	KZN Office of the Premier
-	At:	Different Sites (As mentioned) Pietermaritzburg and Durban 3201 4000
-	Country of origin	South Africa
-	Does the offer comply with the specification(s)?	*YES/NO
-	If not to specification, indicate deviation(s)	……
-	Period required for delivery	36 months. *Delivery: Firm/not firm

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SECTION F (SBD 4)

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 the table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:
……
……

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:
……
……

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.

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.
3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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

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.

SECTION G

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

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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 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest 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:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable 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	Required proof from the Bidders to substantiate claim for preference points (Bidder must circle the points they are claiming and submit documentary proof)	Number of points allocated (80/20 system) (To be completed by the organ of state)	80/20 system) (Preference Preference Points are allocated as follows) To be completed by the bidder
Historical Disadvantaged Persons (HDP) - Women Equity Ownership	• B-BBEE Certificate from the SANAS approved VA/Sworn affidavit for EME or QSE • Central Supplier Database (CSD) will be used by the Department to confirm ***(Bidders must not submit CSD report)***	5	
Historical Disadvantaged Persons (HDP) – People with Disability ownership	• Doctor's Note or Medical Report • Central Supplier Database (CSD) will be used by the Department to confirm ***(Bidders must not submit CSD report)***	5	
RDP Goals (Promotion of SA Enterprises) – Youth ownership	• B-BBEE Certificate from the SANAS approved VA/Sworn affidavit for EME or QSE • Central Supplier Database (CSD) will be used by the Department to confirm ***(Bidders must not submit CSD report)***	5	
RDP Goals - Enterprise Located in KwaZulu-Natal	• Bidder **MUST** also submit CIPC registration certificate, letter from the Municipal Council or Traditional Council or Utility Bill to substantiate CSD • Central Supplier Database (CSD) will be used by the Department to confirm ***(Bidders must not submit CSD report)***	5	
Total number of points for specific goals		**20**	

It is mandatory for tenderers to complete SBD 6.1 and submit relevant above-mentioned documents to claim points for specific goals. Failure to complete SBD 6.1 and submitting **required documentary proof shall** be interpreted to mean that the points for specific goals are not claimed, and preference points will not be allocated.

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
- ☐ State Owned Company
- ☐ Non-Profit Company
- ☐ (Pty) Limited

[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: ……

……

……

SECTION H

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:……..

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION I

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

3.2 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2 a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11 Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12 Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

15.6

16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22 unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 21.

23 Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

23.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27 Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect

or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

32 Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION J

SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. CONTRACT PERIOD

1.1 Successful bidders will be appointed for a period of thirty-six (36) months.
1.2 The KwaZulu-Natal Office of the Premier reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

2. BARGAINING COUNCIL FOR CONTRACT CLEANING SERVICES INDUSTRY (BCCCI)

2.1 Bidders must be registered with the Bargaining Council for Cleaning. A valid certificate in the name of the bidder must be submitted with the bid. Bidders who are not registered and/or who do not submit a valid certificate will be disqualified.
2.2 Bidders must comply with the minimum wages stipulated by the Bargaining Council for Cleaning. Bidders who quote below the minimum wage will be disqualified.

3. DISPOSAL OF WASTE

The successful service provider must ensure that all types of waste generated on-site is disposed in accordance with all relevant laws and regulations pertaining to management of waste.

4. FALSE DECLARATION

4.1 All information requested in this document and provided by the bidder is accepted in good faith as being true and accurate.
4.2 Any false declaration or intentional omission of relevant facts shall lead to disqualification.

5. AWARD OF BIDS

The Department intends to award one (1) service provider for all sites.

6. PRICING

6.1 A bidder must submit one consolidated price schedule for all six (6) sites. The pricing schedule must be fully completed. Failure to comply will lead to disqualification.
6.2 Prices must be in South African Currency, be inclusive of VAT and exclude any trade discount.
6.3 Prices quoted for employee remuneration must be in line with the rates stipulated by the Bargaining Council for Cleaning. Any bidder that quotes below these rates will be disqualified.
6.4 Prices quoted for overheads must be reasonable. Where underquoting is detected or suspected, the Department reserves the right to interrogate the quoted prices. Where underquoting is confirmed and cannot be justified by the bidder, the Department reserves the right to disqualify the bidder.
6.5 Bidders may not under any circumstances utilize the amount quoted for employee remuneration for overheads or any other purposes.
6.6 Prices must be firm for the first year of the contract and subsequent increases will be in line with the determination of the Bargaining Council for Cleaning.

7. ORDERS

Services shall be rendered only upon receipt of a written official order from the Department as per the contract.

8. WARRANTS

8.1 The awarded bidder warrants that it can deliver to the satisfaction of the Department.
8.2 The involvement of the awarded entity in any other business or venture shall not compete or conflict with the obligations of the entity to provide the services to the Department in terms of this bid.

9. PAYMENT AND INVOICING

9.1 Payment will only be processed upon receipt, verification of invoices and confirmation by the appropriately authorized officials of actual services rendered.
9.2 Payment will be made to the awarded bidder only. Any deviations (e.g. cession of contract) will only be accepted after relevant approval has been granted by the Department.
9.3 Invoices must clearly indicate the order number, invoice number and VAT number (where it is applicable).
9.4 Any variation to the quantities other than those stipulated in this bid document shall be approved by the Department.

10. AMENDMENT OF BID CONDITIONS, ORDER STIPULATIONS OF BID, ETC.

No agreement to amend or vary the bid conditions or order or stipulations of bid shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by contracting parties subject to approval by the Accounting Officer.

11. CANCELLATION

The Department reserves the right to cancel the bid. Such cancellation shall be published in the print media and/or Departmental Website.

12. TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

12.1 The Department will verify the tax compliance status of a bidder through CSD.
12.2 Bidders must ensure that their tax matters are compliant with CSD.

13. CENTRAL SUPPLIERS DATABASE (CSD)

13.1 A bidder submitting an offer must be registered on the Central Suppliers Database (CSD). A bidder who has submitted an offer and is not registered on the Central Suppliers Database will not be considered.
13.2 Each party to a Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.
13.3 All information supplied in the bid document must correlate with information on CSD. It is the responsibility of the supplier to ensure that information on CSD is up to date at all times.
13.4 Failure to comply with any of the above will result in the bidder being disqualified.

14. STATUTORY CHECKS

14.1 Central Suppliers Database
14.2 CIPC
14.3 Database of Defaulters (Restricted Suppliers)

14.4 PERSAL Verification (Government Employee)
14.5 Bargaining council for cleaning services.
Any violation or non-compliance with any of the above shall lead to disqualification.

15. COMPLETENESS OF THE BID DOCUMENT

The bid will only be considered if it is correctly completed in all respects and accompanied by all relevant and other necessary and applicable information/documents, i.e. signatures should be appended where required and documents called for should be submitted. (This section must be read together with Clause 4 of Section A: Special Instructions and Notices to Bidders Regarding the Completion of Bidding Forms).

16. SUBMISSION OF BIDS

Bids are to be submitted at the Office of the Premier, Lower Ground Floor, Corner 300 Langalibalele Street and Archbell Street, Pietermaritzburg before **15 December 2026 at 11:00 am.** All bids are to be deposited in the bid box situated by the SAPS booth. Late bids shall not be accepted.

17. EXPENSES INCURRED IN PREPARATION OF BIDS

The Department will not be responsible for any expenses or losses which the bidder may incur in the preparation of this bid.

18. NOTIFICATION OF AWARD OF BID

18.1 The publication of an award will be advertised in the same media as the invitation to bid.
18.2 Notification of award of a bid shall be in writing to the successful bidder/s by a duly authorised official of the Department.
18.3 The letter of acceptance of the bidder's offer or an official order note constitutes a legal and binding contract.

19. CONTRACT AND SERVICE LEVEL AGREEMENT

19.1 The successful bidder shall be required to enter into a Service Level Agreement with the Department.
19.2 The bid document constitutes a legal document and a binding contract.

20. QUERIES FROM THE BIDDERS

Any correspondence with regards to this bid which the bidder wishes to raise must be emailed to the following officials; and no query received after this date: **08 December 2026** will be not entertained**.**

SCM enquiries may be directed to:
Ms. D Msomi Tel. No. (087)121 9411 and e-mail at dumisile.msomi@kznpremier.gov.za

Technical enquiries may be directed to:
Ms. B. Zondo Tel No. (060) 524 4401 and email at busisiwe.zondo@kznpremier.gov.za

Bidders must note that all queries received via email before the stipulated date will be consolidated and a composite response will be sent to all who submitted queries.

21. JOINT VENTURES/CONSORTIUM

21.1 Any Bid by a Joint Venture (JV)/ Consortium must be accompanied by a copy of a duly signed Joint Venture Agreement. Such agreement must specify the portion of the bid to be undertaken by each participating entity.

21.2 Parties to the JV/Consortium must all sign the JV Agreement, and the minutes of the meeting must be submitted with the bid at the closing date.

21.3 Should the parties enter a JV, the JV Agreement should reflect a lead partner and the following nominations:

(i) Bank account to be used for the purpose of this Bid or Contract.
(ii) authorized representative and signatory.
(iii) Authorized letterhead, address, etc.

22. COMMUNICATION, MEDIA RELEASES, ETC

22.1 Bidders shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this bid during the period between the closing date for the receipt of bids and the dispatch of the written notification of the Department, which on receipt of such report may, at their discretion, disqualify the bidder concerned.

22.2 All rights of publication on articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Department. The successful bidder shall not, without the written consent of the Department, cause any statement or advertisement to be printed screened or aired by the media.

23. COMMUNICATION WITH MEMBERS OF THE BID COMMITTEE

23.1 A bidder shall not in any way communicate with a member of a Bid Committee or with any officer, agent, or representative of the Department on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of a bid during the period between the closing date for receipt of bids and the dispatch of the written notification of the decision on the award of the Contract provided that a bidder shall not hereby be precluded.

24. UNDERTAKING

24.1 In the event of there being any change in the nature of the Contractor including, but not limited to, inter alia, it's: -

24.1.1 Directors, shareholdings, membership and/or management;
24.1.2 Constitution, memorandum and/or articles;
24.1.3 Service providers, partners, joint venture entities and/or subcontracting parties;
24.1.4 Change in specific goals issued with the bid;
24.1.5 Any changes ancillary to the above.

24.2 The Contractor undertakes, were possible, to inform the Department as least thirty (30) days before the above changes are affected of the details of the proposed changes.

24.3 Alternatively, the Contractor undertakes that there shall be no material changes in the nature of the Contractor for the duration of this contract, including, but not limited to, inter alia, the following: -

24.3.1 Directors, shareholdings, membership and/or management; trustees;
24.3.2 Constitution, memorandum and/or articles; trustee;
24.3.3 Service providers, partners, joint venture entities and/or subcontracting parties;
24.3.4 Change in specific goals issued with the bid;
24.3.5 Any changes ancillary to the above.

24.4 However, in the event of any of the above changes being anticipated, the Contractor undertakes to immediately inform the Department alternatively at least thirty (30) days prior to the proposed changes.

24.5 The Contractor furthermore undertakes to immediately inform the Department should the Contractor, any of its directors, members, partners, service providers, subcontractors or managers: -

24.5.1 has been listed on the National Treasury's Database as entities prohibited from doing business with the public sector;
24.5.2 has been 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);
24.5.3 has been charged or convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption;
24.5.4 has died or ceased to exist;
24.5.5 has a civil judgment taken against it/them by a court of law or any other competent authority;
24.5.6 or their estates being placed under judicial management or being provisionally or finally sequestrated or liquidated.

24.6 In the event of the Contractor failing to act as aforesaid, the Department will be at liberty to, in its discretion, exercise any one or a combination of the following remedies: -

24.6.1 immediately cancel the contract;

24.6.2 revisit the contract and issue directives regarding the remaining term of the contract;
24.6.3 engage the services of other parties and service providers;

24.6.4 engage the service of the next favourable bidder;

24.6.5 exercise the remedies available to it in terms of the provisions of paragraph 23 of the General Conditions of Contract;

24.6.6 recover from the Contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract;

24.6.7 cancel the contract and claim any damages which the province may suffer by having to make less favourable arrangements after such cancellation;
24.6.8 Cash in any securities, utilise deposits and/or withhold any payment due to the Contractor in lieu of damages.

25. CESSION OF BID

Any cession of a bid will only be accepted after the relevant approval has been obtained from the Department.

26. VALIDITY OF BIDS

26.1 Bids must hold good for a period of 180 days from the date of closing of the bid. However, circumstances may arise whereby the Department may request the bidders to extend the validity period. Should this occur, the Department will request bidders to extend the validity period under the same terms and conditions as originally tendered for by bidders.

27. BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

28.1 The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

28.2 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

28.3 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

28.4 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

28.5 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

The address provided for the lodging of appeals is:
Email: Batsecretariat@kzntreasury.gov.za
The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION K

TERMS OF REFERENCE/ SPECIFICATION

APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING, HYGIENE AND PEST CONTROL SERVICES TO THE KWAZULU-NATAL OFFICE OF THE PREMIER FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. OBJECTIVES

Appointment of Service Provider to Render Cleaning, Hygiene and Pest Control Services to the KwaZulu-Natal Office of the Premier for a period of thirty-six (36) months. in the following sites:

PHYSICAL ADDRESS: **MOSES MABHIDA BUILDING AND TERRY STREET PARKING**
300 LANGALIBALELE STREET
PIETERMARITZBURG
3201

PHYSICAL ADDRESS: **INVESCO CENTRE**
16 CHATTERTON ROAD
PIETERMARITZBURG
3201

PHYSICAL ADDRESS: **NATALIA BUILDING**
330 LANGALIBALELE STREET, NORTH TOWER, 8th and 15thFLOOR
PIETERMARITZBURG
3201

PHYSICAL ADDRESS: **PARKSIDE RESIDENCE**
CNR TOPHAM AND ALEXANDRA ROAD
PIETERMARITZBURG
3201

PHYSICAL ADDRESS: **MARINE BUILDING**
1 DOROTHY NYEMBE STREET,14th and 15th FLOOR
DURBAN
4000

PHYSICAL ADDRESS: **PROVINCIAL PUBLIC SERVICE TRAINING ACADEMY**
321 ZK MATHEWS ROAD, UMBILO DURBAN
DURBAN
4000

2. AREAS TO BE CLEANED

2.1 The whole of Office of the Premier buildings as per the above physical address.

(i) Entrance halls, foyers, internal stairs, balconies/passageways, offices, boardrooms, committee rooms, storerooms, toilets, copy and print rooms, tea kitchens, verandas, undercover/open/parking areas, external entrance ramps as well as Government vehicles
(ii) Wastepaper and refuse bin areas.
(iii) Flat roof areas.
(iv) Enclosed courtyard.
(v) Gutters.
(vi) All areas and surfaces not specifically excluded from this contract.

2.2 The following areas may be cleaned subject to management request:
(i) Electrical equipment rooms, transformer rooms etc.
(ii) External business.
(iii) Air Conditioners Plant Rooms.

3. CLEANING TIMES

Cleaning time between 06:30 and 15:30 from Monday to Friday and as and when required by Management. In certain instances, the cleaning service may be requested to provide service during Public Holidays or weekends where necessary.

4. GUIDELINES FOR THE SCOPE OF WORK

Descriptions	**Moses Mabhida Building - PMB**	**INVESCO Centre - PMB**	**Natalia building - PMB**	**Parkside Residence - PMB**	**The Marine Building - Durban**	**Provincial Public Service Training Academy - Durban**
Number of floors	7	1	2	0	2	3
Offices	201	76	58	1	23	74
Number of toilets	62	7	9	15	6 landlord deals with cleaning	18
Toilets Cubicles PREMIER & or DG - Female - Male - Disabled	 2 33 22 5	 - 6 4 1	 - 7 7 -	 15	Cleaning provided by the landlord	 -7 - 10 7 1
Hand wash basins	51	7	8	7	0	6
Kitchens	8	3	2	2	3	5
Entrance foyer	2	0	2	0	1	1
Government vehicles	**97 (approximately 40 vehicles per month)**	0	0	0	0	**8 (All vehicles per month)**
Passages	16	9	8	4	5	11
Boardrooms	3	2	3	2 +1 Conference room	4	4 + 5 break away rooms

Descriptions	Moses Mabhida Building - PMB	INVESCO Centre - PMB	Natalia building - PMB	Parkside Residence - PMB	The Marine Building - Durban	Provincial Public Service Training Academy - Durban
Surface to be cleaned approximately	4000 sqm	2950 sqm	897sqm	978sqm	900 sqm	3000 sqm
Balcony	1	0	2	0	2	0
Lifts	3	1	8	0	3	1
Stairways	8	2	2	0	0	4
Estimated no of Employees Average Visitors	400 60 per day inclusive of public members	160 30 per day inclusive of days when there are trainings	58 20 per day	10 inclusive of SAPS & gardening service staff 5 per day	44 25 per day inclusive when there are meetings	49 100 per day inclusive of training days

NB: Newly acquired offices in PMB will also form part of this scope with square meter of 1967sqm

Parkside Residence has these additions: (Premier's Bedroom, Dressing room, study, bedroom 1, 2, 3, 4, Premier bathroom, bathroom 1, 2, Lounge by the pool, storeroom 1, scullery, pantry, main lounge, restroom 1)

5. MATERIALS

NO	DESCRIPTION	QTY
1.	**Hand Paper Towel Holders with Paper Towels and Paper Towel Bins** Single rolls, single ply not perforated, white in accordance with SANS 707 and centre feed dispenser. Width at Least 235 mm. Paper towel holders to be mounted on the walls	46
2.	**Toilet paper holders with Toilet papers** Holders must be able to take a volume of 3 toilet rolls each per holder and must be lockable. Double ply perforated white, each roll 350 sheets and the size 100 mm x 110 mm is required	90
3.	**Hand foam Dispensers** Dispenser to be in accordance with SANS 238.	84
4.	**DEO Blocks** To be available in 41 urinal basins.	
5.	**Urinal Dispenser** To be mounted on the wall next to the urinal basins.	41
6.	**Sanitary Towel Receptacles**	68

NO	DESCRIPTION	QTY
	Receptacles must be appropriate, compact as possible and constructed in such a manner that the interior of the receptacles cannot be seen when the lid is in the open position. The lid of the receptacle must be conveniently placed and when closed must completely seal the receptacle. The receptacle must contain deodorizing agents that will effectively prevent germs and odour. One such receptacle shall be provided in Water Closet (WC) compartment of the ladies' toilets. 55 receptacles required and to be serviced every forth nightly and as and when required.	
7.	**Air Fresheners (Spray, Dispenser, and anti-theft bracket)** Air freshener with anti-theft brackets in each toilet, boardrooms, lecture rooms, Premier Bedrooms and dispense in every 10 minutes.	68
8.	**Sanitizer Dispenser** Automated sanitizer dispenser for use in the entrance point and on each floor entrance and refill as and when necessary and wiping of all surface's door handles, surfaces in the entrance points 4 x daily as part of compliance with Regulations for Covid-19. (Department provides hand sanitizer liquid and stands)	24
9	**Seat Spray or wiper Dispenser and refill** **To be place at all toilets**	90

5.2 CLEANING MATERIALS

NO.	DESCRIPTION
1.	**Disinfectants** • Disinfectant liquid of the coal-tar type should be in accordance to SANS 47. • Disinfectants containing stabilized chlorine shall should be in accordance with SANS 643. • Detergent-disinfectants based on stabilized inorganic chlorine compound should be in accordance to SANS 1032 • Disinfectants for use in automatic dispensers to toilets and urinals should be in accordance to CKS459 • For the use to disinfect office for covid cases
2.	**Cleaning Detergent** • Ammoniated liquid detergent cleaners should be in accordance to SANS 1225. • Acidic lavatory bowl cleaner in powder or granule form should be in accordance to with SANS 1256 and liquid cleaner for sanitary ware should be in accordance to SANS 1257. • Dish washing liquid should be in accordance to acceptable standard SANS 825.
3.	**Floor Finishes** Vinyl tiles, sheet vinyl and linoleum flooring, shall be cleaned with an approved water-based floor stripper in accordance with SANS 1224 and two coats of an approved polymer metalized floor sealer in accordance with SANS1042 applied in accordance

	with the manufacturer's instructions. Tile, granite, terrazzo floors and glazed surfaces are to be cleaned with approved detergents in accordance with SANS 525.
4.	**Wall Tiles & wall paint** All wall tiles and paint in Offices, passages, toilets and kitchens to be cleaned with cleaning detergent.

6. PARTICULARS OF CLEANING SERVICES

The following are the services required to be performed by the Contractor.

A	**FLOOR SURFACE**		
	Cleaning required		**Frequency**
	1	**Vinyl**	
		(a) Clean and seal	Initially
		(b) Sweep	Daily
		(c) Burnish	Weekly
		(d) Strip and re-coat	Initially and every 6 months thereafter
	2	**Terrazzo/ Concrete/ Ceramic / porcelain tiles**	
		(a) Sweep	Daily
		(b) Damp mop (with squeegee)	Daily
		(c) Scrub	As necessary but not less than once a month
		(d) Buff	As necessary but not less than once a month
	3	**Carpets and carpet tiles**	
		(a) Vacuum	Monday, Wednesday, and Fridays, or more frequently if necessary
		(b) Brush edges	Monday, Wednesday, and Fridays, or more frequently if necessary
		(c) Stain removal	As necessary but not less than once a month
		(d) Shampoo and steam clean	As and when required but at least once per year
	4	**Toilets**	
		(a) As for vinyl surfaces	At least once a day
		(b) Clean toilets	Daily and as and when necessary guided by intervals in the control schedule

		(c) Disinfectant	Daily as and when necessary
	5	Storerooms/Archives (Use the correct chemical to clean the space, to avoid the damage of information)	As and when required by the management
		As for floor surfaces at 3. A.1	Weekly
B		**WINDOWS/WINDOWSILL**	
		(a) Wash windows (both sides)	As necessary but not less than once a month
		(b) Dust interiors sills	Daily
		(c) Wipe down sills	Monthly
C		**WALLS AND PAINTWORK**	
		(a) Clean finger marks from lights switches, doors and walls	Daily
		(b) Wipe down from floor to ceiling without damaging skirting boards and other fittings	As necessary but not less than once every 6 months
D	**WINDOW FRAME, DOOR FRAMES, FANLIGHTS, BALUSTRADES, DIRECTION BOARDS**		
		(a) Wipe down	Weekly
		(b) Polish with approved material i.e. Silvo or equivalent	Monthly
E	**DOORHANDLES AND WINDOW CATCHES**		
		(a) Wipe down	Weekly
		(b) Polish with approved material i.e. Silvo or equivalent	Monthly
F	**DUSTING AS SPECIFIED ELSEWHERE, AS WELL AS THE FOLLOWING:**		
		(a) Horizontal surfaces to 2 meters	Daily
		(b) Accessible high ledges and fittings	Daily
		(c) All vertical surfaces	Daily
		(d) All accessible light fittings	Weekly
G	**TOILETS, BATHROOMS AND WASHROOMS**		
		(a) Empty and clean waste receptacles	Daily
		(b) Clean and sanitise basins, bowls and urinals	Twice daily

		(c) Clean mirrors	Daily
		(d) Hand Basins to be cleaned with ammoniated liquid cleaner	Daily
		(e) Toilet Paper – 2 ply	Check three times daily and replenish when necessary
		(f) Toilet foam	Check daily and replenish when necessary
		(g) Paper roller towels	Check daily and replenish when necessary
		(h) Air Freshener	Check daily and replenish when necessary
		(i) Sanitizer	Check daily and replenish when necessary
		(j) Sanor sanitary system	Check daily and replenish when necessary
		(k) Toilet tiles and Walls	To be cleaned daily and as and when necessary
H	**OFFICE FURNITURE**		
		(a) Dust all the furniture, counter tops, writing slopes	Daily
		(b) Polish all furniture, counter tops, writing slopes	Weekly
		(c) Cleaning of fridge and microwave's	**Weekly**
		(d) Under cleaning of sofa, couches to include removal of stains	**Quarterly**
		(e) Damp	Bi-monthly
I	**PARKING AREAS**		
		(a) Sweep	Daily
		(b) Hose down	at least once per year
		(c) Remove weed with an approved and strong chemical	Quarterly
		(d) Plant seeds or flowers for the decoration purpose provided by the dept	Quarterly
J	**ROOF AREAS AND GUTTERS**		

		(a) Remove all debris and growths, sweep and clean	Weekly
K	**EXTERNAL SUN GUTTERS**		
		(a) Sweep and wash down	Monthly
L	**FOYER AND ENTRANCE**		
		(a) Sweep all entrance steps, clean doormats	Daily
		(b) Clean walls	Weekly
		(c) Damp mop step and entrance lobbies	Daily
		(d) Clean floors and vacuum carpets/mats	Daily
		(e) Clean glass in door frames	Daily
M	**LIFTS**		
		(a) Clean/sweep interior and door tracks	Daily
		(b) Clean exterior doors	Weekly
N	**STAIRS AND STAIRWELLS**		
		(a) Dust balustrades and fitting	Daily
		(b) Sweep stairs, landings, treads and risers	Daily
		(c) Wash	Weekly
O	**WASTE DISPOSAL**		
		(a) Empty and clean ashtrays	Twice daily
		(b) Empty and clean waste containers/bins	Twice daily
		(c) Empty wastepaper containers	Daily
		(d) Remove waste/wastepaper to identified locations	Daily
		(e) Removal of gardening service garbage in all buildings	**Monthly**
		(f) Remove waste bin from its destination to the entrance of the yard during municipality waste collection and once emptied by municipality truck for purpose of dumping to the dump zone, bins	As and when required for dumping purposes

		to be returned to its original destination	
P	**MISCELLANEOUS**		
		(a) Assist with removal of furniture between offices and from offices/passages to storage either within the department or Dept of Works storage. employees to be insured by the employer as Office of the Premier will provide the vehicle for the removal of assets in which an indemnity for is to be signed by the cleaner. (b) Use of proper machine for the removal of blockage and flooding. (c) Provide Pest Control and fumigation, providing registered pest control operator certification On all Office of the Premier Buildings	As and when necessary, as directed by the Office Manager When necessary Quarterly With high spec chemical
Q	**MOTOR VEHICLES**		
		(a) Wash and clean official motor vehicles inside and outside	Daily as directed by the Fleet Unit (Limited to 15 hours a week)
		(b) Disinfection of vehicle	As and when necessary, as directed by Fleet Unit

7. SPECIALISED EQUIPMENT

7.1 Computers, photographic equipment, printing machinery, facsimiles, PABX (switchboard) or electrical equipment must be cleaned by the Contractor and avoid damaged or defaced.

7.2 Rooms housing specialized equipment may only be cleaned when accompanied by and under the direct supervision of an official of the office concerned.

8. ADDITIONAL REQUIREMENTS

8.1 Equipment Requirements

In addition to normal equipment provided by the cleaning Service Provider, the following must be provided:

(i) **Vacuum Cleaners**
The Contractor must provide a minimum of 11 vacuum cleaners for offices, plus 2 for official vehicles.

(ii) **Carpet shampooers**
The Contractor must be in position to shampoo carpets immediately on request, with suitable equipment to remove all excess water from carpets and tiles.

(iii) **Squeegees**
Squeegees are to be used, as opposed to mops, for cleaning of floors.

(iv) **Extension cords**
The contractor must provide any extension cords necessary for the performance cleaning service.

(v) **Polishers**
Polishers which must be padded, to avoid damage to skirting boards.

8.2 Refuse/Garbage bags
Refuse or garbage bags of a quality acceptable to the Department must be provided to remove waste from waste bins in offices to the trolley bins.

8.3 Dusting of windowsill
Utmost care must be taken when dusting windowsills, in order to avoid damage to blinds.

8.4 Installation of dispensers
Utmost care must be taken when installing and removing dispensers, in order to avoid damage to tiles on walls**.**

8.5 Board/Committee rooms
These venues are to be kept clean at all times, and not only just prior to and after meetings, and the frequency of meetings to be done in consultation with Office Support Services.

8.6 Washing of cutlery and crockery.
Cutlery and crockery to be washed twice a day in the kitchen (morning at 10h00 – 11h00 and in the afternoons 14h00 -15h00). Cutlery to be collected from the respective work area of the officials, washed and be returned to the respective work area.

8.7 Washing of curtains for Parkside and Training room and boardroom tablecloths
As and when required

8.8 Provide garden service supplies for Parkside Residence. As and when required at a minimum of 3 days a month

8.9 Support logistics arrangements for boardroom bookings.
Provide logistic support to Office Support Services on refreshments, water; tea & coffee during meetings, trainings as and when required.

9. PEST CONTROL AND FUMIGATION SERVICES

9.1 The pest control services are to be in line with the standard stipulated in the South African Pest Control Association. These services will be rendered across all our offices Moses Mabhida building, Natalia building, Invesco Centre, Parkside Official residence, Marine building and The Training Academy in Durban on a quarterly basis.

9.2 The service provider must in terms of its duties contemplated herein, perform all obligations under this agreement in accordance with Occupational Health and Safety Act No. 85 of 1993, ensure the safety of all occupants of the premises and that principles of infection control are adhered to during the rendering of the service.

9.3 The service provider is responsible for any damages that may occur during the rendering of service.

9.4 Fumigate pests in the designated areas on quarterly basis over a period of 36 months.

9.5 Fumigation to be outsourced to specialised service providers.

9.6 Fumigate with odourless chemical that is environmentally friendly and SABS approved.

9.7 Liaise with the relevant building maintenance officer for the Office of the Premier for dates for Fumigation of pests.

9.8 The service provider must ensure that the premises are pest free and that its pests control service is directed at eradicating cockroaches, bees, fish moths, rodents and other like pest that may infest the building from time to time.

9.9 The service provider in liaising with maintenance officer must ensure that monthly inspections of the premises are conducted to evaluate and ensure that its pest control service is effective.

9.10 The service provider must apply all reasonable care, due diligence and skills in the execution of its duties.

10. STAFFING REQUIREMENTS

10.1 Cleaning and hygiene staff required:

(i) 3 Supervisors (Allocation of staff must be clarified for cost implications)

- Moses Mabhida Building and Parkside Official Residence
- Invesco Centre and New Building to be acquired in PMB
- PPSTA & Marine building (Both in Durban)

(ii) Total of 37 cleaning personnel required (successful bidder to takeover 34 existing cleaners plus provide an additional 3 supervisors,) - Allocation of staff must be clarified for cost implications.

(iii) Cleaning time between 06:30 and 15:30 from Monday to Friday and as and when required by Management. In certain instances, cleaning service may be required to be available during weekends and or Public Holidays if necessary.

(iv) Important that the cleaning staff be capacitated and trained to ensure compliance with cleaning procedures and compliance in terms of OHS.

(v) Cleaners must be registered as per labour act.

SECTION L

EVALUATION CRITERIA

1. EVALUATION CRITERIA

The Evaluation Criteria will consist of the following four Phases:

1.1 Phase 1 - Supply Chain Management Administrative Compliance

(i) Bids submitted must be complete in all respects

(ii) The following forms must be duly completed and be submitted with the bid at the time of closing of bid:

Compulsory Bid Forms		**Tick to indicate submission**
PART A	INVITATION TO BID (SBD 1)	
PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	
SECTION D	NON-CUMPULSORY SITE-INSPECTION	
SECTION E	PRICING SCHEDULE (SBD 3.1 ONLY)	
SECTION F	BIDDER'S DISCLOSURE (SBD 4)	
SECTION G	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	
SECTION H	AUTHORITY TO SIGN THE BID	

Failure to comply with the Supply Chain Management Administrative Compliance may result in the offer considered non-responsive and may be rejected.

1.2 Phase 2: Mandatory requirements

The following mandatory documents must be submitted with the bid at time of closing of the bid:

SCHEDULE	**MINIMUM REQUIREMENTS**	**EVIDENCE TO BE PROVIDED**
Schedule 1	Proof of registration with the Unemployment Insurance Fund (UIF)	Valid certified Compliance certificate
Schedule 2	Proof of registration with the Compensation for Occupational Injuries and Diseases (COIDA) previously known a workmen's Compensation	Valid certified Compliance certificate
Schedule 3	Cleaning Body Association – any one of the following: 1.Cleaning Association of South Africa – CASA 2. National Contract Cleaners Association – NCCA) 3.Bargaining Council for the Contract Cleaning Industry (BCCCI)	Valid certified Compliance certificate

Schedule 4	Registration with the Department of Labour as an employer	Proof of registration not older than 12 months
Schedule 5	Proof of public liability	Public Liability Insurance Cover / Quotation not older than 3 months

Failure to comply with the Mandatory Requirements shall result in the offer considered non-responsive and shall be rejected

1.3 Phase 3: Execution Capacity

a) The Department require the cleaning services on the six mentioned sites: Moses Mabhida building & Terry Street Parking, Natalia building, Invesco Centre, Parkside Premier Residence, PPSTA building, and The Marine building (Durban).

b) Staff compliment required to execute this service includes three (3) supervisors and thirty-seven (37) cleaning personnel.

c) The following evidence will be used to assess the execution capacity of the bidder. It is therefore compulsory that the following proof must be submitted with the bid at the time of closing of bid:

d) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.

e) Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

f) Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

g) The panel members will individually evaluate the responses received against the following criteria as set out below

h) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.

i) The technical proposal will be scored out of 100 points, with a minimum threshold of 65% required. Bidders that do not meet the minimum functionality threshold of 65% will not be consider for further evaluation and will be regarded as submitting a non-responsive proposal. Bidders who meet the minimum threshold of 65% in the functionality evaluation will proceed to the next stage of evaluation, which involves Price and Preference.

j) Bidders will be evaluated on the functionality evaluation criteria in a table below:

PHASE 3: Functionality

#	Criteria	Weight	Scoring
1.	**Proven Track Record** The bidder must provide a signed reference letter and supporting appointment letter/purchase order on letterhead from business organizations and/or entities that have used the bidder to provide cleaning services in the recent five (5) years (contactable references will be verified). Each reference letter should be a cleaning contract with a minimum contract period of twenty-four (24) months (2 years) and above and minimum contract value of R2 million **Each letter must include the following information:** • Client name and industry • The contact person, phone number and company business address • Contract period • The value of the contract awarded **Evidence**: Letters that do not reflect all the information as required will not be considered	30%	**5- Excellent** 5 or more reference letters submitted **4- Very Good** 4 reference letters submitted **3 -Good** 3 reference letters submitted **2- Average** 2 reference letters submitted **1 – Poor** 0-1 reference letters submitted.
2.	**Project Plan** Provide a detailed proposal to indicate how the services described in the terms of reference will be executed, monitored and controlled. The proposal should address the following aspects: • Staff capacity • Outline delivery schedule & timetable • Contingency plan • Environmental Controls • Health & Safety	20%	**5- Excellent** Proposal addresses 5 or more criterion aspects **4- Very Good** Proposal addresses 4 of the criterion aspects **3 -Good** Proposal addresses 3 of the criterion aspects **2- Average** Proposal addresses 2 of the criterion aspects **1 – Poor** Proposal addresses 1 of the criterion aspects
3.	**Team Leader Experience:** Bidder must attach the Team Leader CV indicating experience of a minimum of 5 years in the Team Leader Role in the Cleaning or Hygiene Industry with a	25%	**5** = 8 or more years' relevant experience

#	Criteria	Weight	Scoring
	Minimum Matric certificate (Grade 12) or equivalent or higher (attach a certified copy). **Note:** Years of experience will be calculated from Team Leader work history as listed under (Starting date & end dates in months & years must be clearly stated in the CV) **Evidence:** No copy of certified qualification provided and certification of proof older than 6 months will lead to allocation of the lowest score.		**4** = 6 to 7 years relevant experience **3** = 5 years' relevant experience **2** = 3 to 4 years relevant experience **1** = less than 2 years' experience
4.	**Supervisor Experience:** Bidder must attach the Supervisor CV indicating experience of a minimum of 3 years in the Supervisor Role in the Cleaning or Hygiene Industry with a Minimum Grade 10 or higher (attach a certified copy). Bidders to submit three (3) CVs for Supervisor all CVs will be evaluated, and an average score will be allocated accordingly. **Note:** In the case where more than 3 CVs are submitted, only the first three will be evaluated. Years of experience will be calculated from Supervisor work history as listed under (Starting date & end dates in months & years must be clearly stated in the CV) **Evidence:** No copy of qualification provided and certification of proof older than 6 months will lead to allocation of the lowest score.	25%	**5** = 6 or more years relevant experience **4** = 4 to 5 years relevant experience **3** = 3 years relevant experience **2** = 2 years relevant experience **1** = less than 1 year experience
	Minimum Threshold	**65%**	
	Total	**100%**	
Bidders who did not meet a minimum threshold of 65% on Technical Evaluation Criteria will be disqualified for further evaluation – which is Price and Preference			

Failure to obtain the minimum qualifying threshold of 65% shall result in the offer considered non-responsive and shall be rejected.

2.3 Phase 4: Price and Preference Points

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

2.3.1 Specific goals may include the following:

(i) Contract with people, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability,

(ii) Implementing the programmed of the Reconstruction and Development Programme as published in government gazette No. 16805 dated 23 November 1994,

It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed

2.3.2 The applicable preference point system for this tender is 80/20 preference point system wherein 80 points will be allocated for price and 20 points will be allocated for specific goals as follows:

Preference point system	
Price	**80**
Specific Goals	**20**
• Women Equity Ownership	5
• Enterprise located in KZN Province	5
• Youth Ownership	5
• People with Disability Ownership	5
Total	**100**

2.3.3 It is compulsory for bidders to substantiate that they meet the above specific goals requirements by submitting the following evidence:

(i) Equity ownership will be verified through Central Supplier Database (CSD). There is no need for bidder to submit CSD report, the department will view the CSD report through its departmental system

(ii) Enterprises Located in KwaZulu-Natal – the bidder must submit a Copy of Enterprise Registration Certificate (CIPC) showing business registered in KZN or Municipal tax invoice for water and electricity or tribal authority letter for rural areas within the KwaZulu-Natal Province not older than 3 months indicating Enterprise address as registered with CIPC

2.3.4 Calculation of Equity for Specific Goals

(a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDPs.

(b) The equity ownership contemplated in sub-paragraph (a) must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

(c) In the event that the percentage of ownership contemplated in sub-paragraph (b) changes after the closing date of the tender, the tenderer must notify the relevant organ of state, and such tenderer will not be eligible for any preference points.

(d) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

(e) Subject to sub-paragraphs (a), (b), (c) and (d), all claims made for equity ownership by an HDP must be considered according to the following criteria:

(i) Equity within private companies must be based on the percentage of equity ownership;

(ii) Preference points may not be awarded to public companies and tertiary institutions;

(iii) The following formula must be applied to calculate the number of points for equity ownership by an HDP:

$$NEP = NOP \times \frac{EP}{100}$$

Where:
NEP = Points awarded for equity ownership by an HDP
NOP= The maximum number of points awarded for equity ownership by an HDP
EP = The percentage of equity ownership by an HDP within the enterprise or business, determined in accordance with sub-regulations (a), (b), (c) and (d).

(f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

(g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-paragraph (f) must be submitted to the relevant organ of state.

(h) A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDP members, be entitled to equity ownership in respect of an HDP.

(i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.

(j) The points contemplated in sub- paragraph (i) must be added to the points scored for price, in order to establish the total number of points scored.

(k) The contract must be awarded to the tender which scores the highest points.

(l) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDP, may not subcontract more than 25% of the value of the contract to a person who is not an HDP or does not qualify for such preference.