



DEPARTMENT OF EMPLOYMENT AND LABOUR

**MINIMUM REQUIREMENTS CONTRACT
CLEANING SPECIFICATION**

MPUMALANGA

BID NUMBER: LMP 05/2026

BARBERTON LABOUR CENTRE

DURATION: 36 MONTHS

LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID DOCUMENT

- 1. ALL PAGES MUST BE COMPLETED AND SIGNED (WHERE SIGNATURE IS APPLICABLE) BY THE BIDDER**

	MANDATORY REQUIREMENTS
1.	Valid site inspection certificate. (fully filled in and signed original.)
2.	SBD3.3 fully completed and signed (firm prices)
3.	Valid Cleaning Association Certificate. (Valid at closing date of the tender)
4.	Previous Experience of the company (Three (3) copies of either Service Level Agreements/ Appointment letter/ Purchase order each with the duration of six (6) months or longer in the relevant cleaning services' field. (Contracts which run concurrently will be counted separately)
FAILURE TO SUBMIT THE MANDATORY DOCUMENTS WILL RESULT IN DISQUALIFICATION.	
	ADMINISTRATIVE REQUIREMENTS
1.	A fully completed, initialled and signed tender document.
2.	Company profile
3.	Reference letters from previous experience (reference check will be done & poor performance will render the supplier disqualified) NB: The above Objective Criteria will be applied in consideration to this bid. The Department reserves the right not to award the contract to the highest-scoring bidder if there is objective evidence of the bidder's material non-performance on previous security service contracts awarded to the bidder by the Department or any other organization, as well as any other non-compliance with the terms of reference or any contractual obligation thereof. This includes but is not limited to failure to comply with Occupational Health and Safety protocols and non-compliance with the Department of Employment and Labour requirements. Objective evidence includes but is not limited to a letter of termination of

	contract for non-performance and an adverse ruling against the service provider by the Department of Employment and Labour or the Commission for the Conciliation Mediation and Arbitration (CCMA).
4.	SBD1, SBD4 and SBD6.1 completed and signed.
5.	Registration with Central Supplier Database (provide CSD number)
6.	Bank Rating Certificate

2. DURATION AND CONDITIONS OF THE BID

2.1 DURATION

This agreement shall start upon the commencement date and shall endure for a period of **36 months** and automatically terminate on the termination date by effluxion of time, unless terminated earlier in terms of the provisions of the Service Level Agreement.

SPECIFICATIONS FOR: BARBERTON LABOUR CENTRE

1. SCOPE OF CLEANING

Number of floors	Block A ground floor.
Surface area	237m2
Ceramic floor tiles (public areas & toilets)	237m2
Fumigation (Pest control once per	237m2

Semester, & as and when required, through periodical monitoring, from approved Health And Safety Standard (have a maintenance agreement in place))

1. FLOOR PLANS SPECIFICATION FOR CLEANING SERVICES:

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a) **Ground floor**

Offices:	5 x offices
Kitchens:	1 x kitchen
Ablution Facilities:	2 x female (2 cubicles, 2 hand wash basin) 1 x Male (1 cubicle, 2 urinals, 2 hand wash basins) 1 x disabled toilet (1 hand wash basins)
Board room:	1 x board room
Security Control room:	1 x control room
Reception area:	1 x reception areas (including tiles)
Parking bays	4 x parking bays
Store room:	1 x store rooms

b) **Total square meters for Mpumalanga Barberton**

Overall m ² for all floors	Number of visitors	Number of staff
237m ²	Weekly : 180	Labour Centre Office staff: 16 (Including Interns)

SITE INSPECTION

Prospective bidders must visit the premises to familiarize themselves with the extent of the service to be rendered. A site inspection certificate (attached) must be completed and submitted with the bid. Failure to attend the compulsory site inspection meeting **will invalidate** a bid.

The compulsory briefing and site inspection will be held as follows

Date	30/09/2026
Time	11:00
Place	Barberton Labour Centre ERF 2455 President Street Barberton 1300

WORKPLAN

The bidders must submit, together with the bid, a complete work plan in which, amongst others, the following should be indicated:

- 3.1 The work method/plan that will be followed for the execution of the contract;
A schedule of all duties to be carried out by the cleaning contractor must be approved by Department of Employment and Labour: Mpumalanga Provincial Office for the full contract period, should be included in the work plan, as requested above.

The work plan document will form part of the Service Level Agreement between the Department of Employment and Labour: Mpumalanga Provincial Office and the appointed cleaning contractor.

The Department of Employment and Labour: Mpumalanga Provincial Office will work strictly according to the work schedule and if tasks indicated on the work schedule are not performed on time that will constitute a breach in contract and penalties will be levied.

NB: No other duties will be performed by the cleaning staff (e.g. washing of crockery, dishes for Mpumalanga Barberton Labour Centre staff)

NUMBER OF CLEANERS

Number of cleaners; (2) cleaners (which is inclusive of one (1) supervisor) are required for the offices, toilets, staircases and passages, with individuals suitable to work in other cleaning areas e.g. parking areas, roof areas, and dustbins, as specified in the work plan.

Cleaners on leave should be replaced with temporary cleaners for duration of leave or sick leave

LEGISLATIVE REQUIREMENTS

5.1 Bidders must comply with the following Labour Legislation but unlimited to this,

- ° To adhere to all the prescribed conditions as per: Basic Conditions of Employment Act 75 of 1997;
- ° To advance economic development, social justice, labour peace and the democratisation of the workplace as per: Labour Relations Act 66 of 1995.
- ° To adhere to all the prescribed conditions as per: Occupational Health and Safety act 85 of 1993.
- ° Bidders must be registered with the Unemployment Insurance Fund as per, Unemployment Insurance Contributions Act, No. 4 of 2002
- ° Bidders must be registered with Compensation Fund, as per Compensation for Occupational Injuries and Diseases Act of 1993
- ° Bidders must be registered with South Africa Revenue Services, as per SARS Act of 1997.
- ° Bidders must comply with the minimum wages and conditions as per: Sectoral Determination 1: Contract Cleaning Sector, South Africa.
- ° Shortlisted bidders will be inspected with regard to all the Labour Legislative requirements.

5.2 PLEASE NOTE

It is compulsory that bidders must comply with the provisions as per **Sectoral Determination 1: Contract Cleaning Sector, South Africa**

DEPARTMENT OFFICIAL WORKING HOURS

- The working hours of the Department of Employment & Labour are from **07H30 to 16H00** Monday to Friday, excluding public holidays.
- Lunch break is between **12:45** and **13:30**.
- The working hours for the cleaning staff will be from **6H30 -15H30**
- Provisioning should be made for overtime when required

CLEANING EQUIPMENT REQUIRED

The contractor must supply all equipment and cleaning material of good and acceptable quality for the rendering of the service. Cleaning material should include the following, but is not limited to the items mentioned **ALL CLEANING MATERIAL MUST BE SABS APPROVED AND A SAFETY DATA SHEET MUST BE PROVIDED.**

7.1 GENERAL EQUIPMENT

- 7.1.1 Wet Vacuum cleaners (less noise). THERE MUST BE NO SHORTAGE OF VACUUM CLEANER and must be functional at all times;
- 7.1.2 Industrial mops and mop trolleys;
- 7.1.3 Garden Brooms must be replaced once every 6 months;
- 7.1.4 1.5m feather dusters and short one;
- 7.1.5 Warning signs for wet / slippery floors available for all cleaners 2 per cleaner;
- 7.1.6 Cleaning cloths dedicated to each area
- 7.1.7 Squeegees for window cleaning

7.1.8 And all other necessary equipment (to be indicated in the work-plan).

7.2 CLEANING MATERIAL: SABS APPROVED

7.2.1 Toilet paper packs 20 (48 per pack) per month; good quality double-ply (*see paragraph 10*). Provision should be made for when stock depletes before month ends.

7.2.2 Cleaning chemicals for cleaning of toilets, floors etc.

7.2.3 Toilet brushes – 1 per cubicle. Replaceable as and when required.

7.2.4 Scrubbing scourers;

7.2.5 Personal protective equipment (e.g. gloves, dust masks);

7.2.6 Furniture spray;

7.2.7 Cleaning liquid for copper, stainless steel, chrome, windows and mirrors;

7.2.8 Non-ammoniac stripper (Similar to Wetrok) Sealing (Similar to Wetrok); slip polish for floors;

7.2.9 Air freshener canisters in toilets;

7.2.10 Hand liquid soap;

7.2.11 Disinfective cleaning liquid for all toilets; (All toilet)

7.2.12 Hand paper towel roll 20 packs (10 per pack per month);

7.2.13 Plastic bags for dustbins in the kitchens and for office waste;

7.2.14 Plastic bags for sanitary bins, cleaning material and deodorized small sanitary disposal bags.

7.3 UNIFORM, OVERALL AND PROTECTIVE CLOTHING

7.3.1 The bidder must supply in serviceable condition, free of charge, any uniform, overall, gumboots or other protective clothing,

7.3.2. Such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

7.3.3 Every worker must be clothed in full uniform, depicting the name of the company and name tag for each employee.

8. TRAINING OF CLEANERS/EMPLOYEE

8.1 Continuous training of cleaning staff should be provided per semester (twice per year) and bidders must also ensure that every employee needs to be trained. (the winning bidder will be obligated to provide proof of such training)

9. MEETINGS

9.1 The project manager of the appointed cleaning company must attend the following meetings organized by DEL:

- Ad-hoc meetings organized as and when necessary;
- The supervisor must draw up timetables and work schedules on a daily basis, according to work plan.
- Disaster Management: In the event of flooding or any other incident, which may occur, emergency cleaning must be undertaken by the service provider.

10. WORKPLAN

10.1 BUILDING ENTRANCES: MUST BE CLEANED BEFORE WORKING HOURS

- Glass doors 4x per day

10.2 PASSAGES AND LOBBY FLOORS WITH TILES

- Sweep Every day
- Mopping Every day
- Glass walls To be cleaned once a week Where applicable)

10.3 OFFICE CLEANING

- Dust all surface Every second day
- Dust all high ledges and fittings. Every second day
- Dust all window ledges. Every second day

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- Clean and disinfect telephones Every second day
- Empty waste baskets Twice a day, Morning & after lunch
- Polish Furniture Every second day
- Wet Vacuum In the event of water spillage.

10.4 STORAGE ROOMS

- Storage room must be kept clean when requested.

10.5 WALLS AND ART WORK

- Walls and Artwork (painting) must be washed when and where necessary with a recognized soap that will not damage the surfaces.

10.6 TOILETS: MUST BE CLEANED BEFORE AND DURING WORKING HOURS

- Maintain floor according to types Daily (2 times per day)
- Mopping mop floors with disinfectant. Daily (2 times per day)
- Empty and clean all waste receptacles. Daily (2 times per day)
- Empty and disinfect sanitary bins (Winning bidder will be expected to provide proof of service) Fortnightly
- Clean and sanitize all bowls, basins & urinals Two (2) times per day
- Clean all mirrors Daily
- Clean all metal fittings Daily
- Replenish consumables i.e. toilet papers, Soap and towel hand rolls Daily refill when needed

10.7 STAIRCASES (If applicable)

- Sweep Daily
- Wash entrance staircases Every second day

- Handrails Daily

10.8 PARKING AREAS, FRONT ENTRANCE , AND PAVING

- Any weeds between paving to be removed on a continuous basis.
- Departmental Parking swept daily and wash with water every 2 weeks.

10.9 SECURITY GUARDROOM

- Where applicable cleaned twice a week.

10.10 REFUSE AREA

- Sweep and keep area tidy and place municipality dustbins daily outside the building for collecting of waste.

10.11 KITCHEN

- Sweeping of floors Daily morning and after lunch
- Washing of floors Daily morning and after lunch
- Wash sink area Daily morning and after lunch
- Empty dustbin Daily morning and after lunch
- Hydro-boil Daily morning and after lunch
- Wipe fridges and microwaves inside and outside. Daily morning and after lunch
- De-freezing and cleaning of fridges As and when required

10.12 BOARDROOMS

- Where applicable daily. The cleaning of these arears must be cleaned daily before 9;00. Chairs and tables be cleaned and polished, arrange with occupiers or

responsible officials. The contractor will be held liable for any loss and damage suffered by state, result of the contractors own employees negligence or intent, which originated on the site.

10.13 COMPUTER EQUIPMENT, KIOSKS, TELEVISION, PHOTOCOPY MACHINE

10.14 DOORS

- Doors must be dusted on both sides weekly.
Door knobs and handles must be wiped daily with damp cloth. If made of copper/chrome be polished monthly.

10.15 COMPUTER ROOMS

- Computer rooms must be cleaned twice a week in such a way that dust does not rise or accumulate on apparatus during cleaning on same schedule as offices. Specific arrangements in this regard must be made with the occupants, as entrance to computer rooms is restricted.

10.16

WINDOWS AND LIGHTING

Windows must be washed from inside and outside every four months. Copper window latches and sliding surfaces must be polished three monthly.

All fluorescent lights and light shades must be dusted daily with a long dry duster.

10.17 DEEP CLEANING

- Deep cleaning for kitchen must be done **quarterly** (after every three months)
- Deep cleaning for toilet must be done **quarterly** (after every three months)
Deep cleaning for chairs must be done per **semester** (after every 6 months)
Deep cleaning for windows must be done every four months
Deep cleaning for blinds must be done every four months
- Deep cleaning of offices after reported case of i.e. COVID-19.

1. SANITARY CONSUMABLES REQUIREMENT

NB: The service provider must Install, maintain and repair the following sanitary equipment required:

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- Lockable toilet Paper Holders, Refills, (repair or replace and maintain). replace where necessary. After installation or replacement, ownership belongs to the department.
- Toilet Paper Quality must comply with SANS 1887 - 2
- Sensor Operated Hand Towel (Paper) Dispensers, Refills, (repair or replace and maintain). replace where necessary. After installation or replacement, ownership belongs to the department.
- Hand Towel Quality must comply with SANS 1887- 8
- Sanitizer Drip Master for Urinals, (repair or replace and maintain). replace where necessary. After installation or replacement, ownership belongs to the department.
- Supply sanitary bins in all female and disabled toilets cubicles and service fortnightly. After installation or replacement, ownership belongs to the department.
- Sensor Operated Hand Soap Dispenser: (repair or replace and maintain). replace where necessary. After installation or replacement, ownership belongs to the department.
- Supply Air freshener for all toilets:
- Maintain or replace and supply toilet surface sanitizer and handle cleaner were required for Female, Male and Disabled toilets.
- Maintain toilet seat disinfectant in all toilets (repair or replace and maintain). replace where necessary. After installation or replacement, ownership belongs to the department.

NB: Refer to number of toilet per floor and toilet cubicles (Paragraph 1 page 4-6 floor plans specification)

2. CONTRACT PRICE AND DURATION

(For the duration of the contract the Prices are Fixed except for the provision of the Sectoral Determination)

The contract price is valid for the full **36 months**

3. SPECIAL BID CONDITIONS

PERIOD: 36 months

CLOSING TIME: 11:00

VALIDITY: 120 days

CONDITIONS OF BID

INFRASTRUCTURE

- 13.1 Bidders must furnish the following information per annexure regarding their company as part of the bid: (**Annexure A – paragraph 21**)
- 13.1.1 Number of staff currently employed, divided into -
 - 13.1.2 Management personnel / certify ID copies;
 - 13.1.3 Supervisors; and
 - 13.1.4 Cleaners. Full name:
 - 13.1.5 Address of Barberton Labour Centre
 - 13.1.6 Addresses of regional offices/branches
 - 13.1.7 Date from when the company **commenced** to render cleaning services.
 - 13.1.8 Details of current and completed cleaning contracts over the **past five years**, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.
 - 13.1.9 Annual turnover
 - 13.1.10 Names, postal address and telephone number(s) of bankers and the name of the contact person where financial enquiries may be answered.
 - 13.1.11 Name, address and telephone number of auditor(s) and the name the contact person where financial enquiries may be answered.
 - 13.1.12 The amount the firm is insured for against public liability and the name and address of the relevant insurance company as well as the policy number. . *Proof of Liability Insurance Cover to be provided before the commencement of the contract to a minimum amount of R2 500 000.00 (R2.5 million) Part of the GCC*
 - 13.1.13 The name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company comprising a partnership, tender.

4. CONTRACT CONDITIONS

14.1 ROUTINE ACTIVITIES IN OFFICES

Cleaning work should under no circumstances disrupt the routine activities of the State.

14.2 WORKMANSHIP AND MATERIAL

All work must be of a high standard and executed to the satisfaction of the Department.
All material (SABS approved), viz. chemicals, etc. must be of good and acceptable quality.

14.3 FIRE EXTINGUISHERS

The contractor and his employees shall under no circumstances make use of firehose reels or other fire extinguishers on the site in the activities attached to the rendering of the service.

14.4 UNACCEPTABLE CLEANING AGENTS

No equipment, utensils or agents that may cause damage to persons, the buildings, fittings, or contents shall be used. The Department has the right to reject any such equipment, utensils or agents.

14.5 MACHINES AND EQUIPMENT

The contractor shall re-fill, empty or clean his machines and equipment only at such places as indicated.

14.6 WARNING SIGNS

Clearly readable warning notices or signs shall be exhibited where needed, where the rendering of the cleaning service may cause injuries to any person(s).

14.7 INFLAMMABLE AND POISONOUS SUBSTANCES

The contractor shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the Department for the rendering of the service or any other purposes.

14..8 LIABILITY

The contractor indemnifies the State herewith from any claim from a third party and all costs or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the

damage of property of the contractor or any other person, that may result from or be related to, the execution of this contract.

14.9 DAMAGE COMPENSATION

The contractor will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him or his employees or be due to their neglect, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the contractor

14.10 RECTIFICATION OF DAMAGES

In the case of damages to carpets, furniture, equipment, etc. resulting from the rendering of the service, the contractor undertakes to rectify the damage immediately to the satisfaction of the State. If the contractor fails to act immediately after notification, the State will rectify the damage at will and the costs thereof will be recovered from any moneys due to the contractor.

14.11 ARBITRATION

Parties to this agreement confirm that it has been agreed that no dispute forthcoming from this agreement will be laid before the court. Any dispute arising in respect of any matter in connection with this agreement, or the validity or meaning or execution thereof must be settled through arbitration in accordance with the procedures and ways stipulated hereunder:

- Within 10 days after agreement could not be reached a party will have the right, by notice to the other, to demand that the dispute be referred for arbitration in terms of this clause.
- The parties involved must agree mutually as to who will act as arbiter.
- The arbiter must notify the parties in advance, regarding the remuneration for his services.
- Each party must submit a full written view of his/her case to the arbiter within 30 days of the notification per paragraph 4.1 in which all evidence, affidavits, facts, submissions of expert evidence, etc. on which his case rests and s/he must serve a copy on the other party.

- Within 14 days after receipt of the copy of the other party's case - view, any party may reply thereto and submit a supplementary piece to the arbiter and serve a copy on the other party.
- The arbiter must then consider the dispute and decide on the evidence before him without the appearance of any of the parties or any legal representatives before him/her.
- The arbiter may make any decision or allocation which in his/her discretion is fair and appropriate.
- The arbiter must take the intention of the parties into consideration and make his decision in accordance with the South African Law. S/He is not strictly bound to the rules of the law but should let himself/herself be guided by principles of justice and fairness.
- The findings of the arbiter may include an order which instruct the unsuccessful party to pay the remuneration of the arbiter as well as the expenses of the successful party.
- This clause holds the irrevocable consent of the parties to the arbitration and no party shall have the right to withdraw from it or claim that s/he is not bound by this clause.
- If a party withdraws from the arbitration, it will be accepted that s/he consents to the arbiter's findings against him/her.

5. CONDITIONS IN RESPECT OF THE PERSONNEL OF THE CONTRACTOR

- a) The personnel of the contractor will have access to all areas, subject to other stipulations in this contract, to render the service. If the service is not rendered in that specific area at a given time, access to that area is forbidden.
- b) Each member of the contractor's personnel must submit a **trade health certificate** at the **start of the cleaning service** and it must be revised annually at the request of the contract person.
- c) Without prejudice to the contractor's responsibility to select his/her personnel before employment, the State will at all times have the **right to point out staff members of the contractor who is considered a safety, health or security risk** or undesirable in which

case the contractor will be requested not to utilize such person(s) any longer to honour his/her obligations in terms of this agreement.

- d) In such a case the contractor will immediately comply with the request and the contractor will not (as a result of such a request) be entitled to bring a claim for loss or damage against the State and the contractor indemnifies the State against any claim from the employee concerned.
- e) Cleaning employees shall not provide advice services, or engage in direct dealing of clients of the Department.
- f) The contractor & it's agents, employees & subcontractors must hold departmental data, documents and business secrets in strictest confidence.

6. UNSPECIFIED SERVICES

Should any unspecified services be required by the occupant of the building and payment must be made for such services, authorization in the form of an official order must be obtained in advance.

7. PAYMENTS

Payment will be made monthly on submission of an invoice for the services rendered. The invoice must indicate for which month's services payment is claimed and must reflect the order number. **Invoices cannot be certified as correct before the work has been properly performed, that is certification can only take place after the last working day of the month during which the service was rendered. Payment will be made within 30 days after receipt of the correct invoice.**

8. BREACH OF CONTRACT

If the service is interrupted or temporarily delayed as a result of labour disputes, civil revolt, a local or national disaster, or any other cause above the control of the contractor, the parties must mutually agree on methods to continue with essential service.

9. TERMINATION AND/OR WITHDRAWAL

- 1) In cases of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of services, the stipulations of the State Tender Board's General Conditions and **Procedures (ST 36)** will be applicable.

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- 2) The State reserves the right to withdraw any part(s) of the premises or the premises as a whole from the service, with three months' written notification to the contractor. Should a part of the premises be withdrawn from the contract, the contract amount will be adjusted pro-rata from date of withdrawal. The contractor will be entitled to payment up to the date of withdrawal but will not be entitled to any compensation or damages as a result of the withdrawal or termination.
- 3) Should the premises or part(s) of the premises where the service is rendered be damaged or destroyed by force majeure (*vis major*) the State will, in its discretion, determine which part(s) of the premises cannot or should not be put to further use for the original
- 4) Utilization and in respect of the unusable part(s) of the premises the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result therefrom. In respect of the remaining part(s) of the premises that will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change. When the damaged premises have been repaired, the State can request the contractor to resume the cleaning service with one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

QUESTIONARE	
NB:	TO BE COMPLETED BY ALL BIDDERS. FAILURE TO COMPLY WITH THE QUESTIONNAIRE WILL INVALIDATE THE BID

- | | | |
|-------|---|--------|
| 1.1 | <u>Project Manager available</u> | Yes/No |
| 1.2 | <u>Supervisor/s</u> | Yes/No |
| 1.3 | <u>Number of workers offered for the rendering of this service</u> | |
| 1.3.1 | Full time | |

1.3.2

Part time

1.3.3

Full time supervisors

1.3.4

Part time supervisors

1.4 **Training**

Indicate what training is given:

1.4.1 Standard training courses

1.4.2 On duty training

1.4.3 Any other training

1.5 **Equipment**

Indicate what equipment is to be used

.....

.....

.....

Work plan

1.6 Did you submit a detailed trade/work plan? **Yes/No**

1.7 **Experience**

Indicate how many years' experience in the cleaning
business

1.8 **Cleaning Industry**

Are you a member of a contract cleaning association? **Yes/No**

Submit proof

1.11 **Prices**

Are bid prices firm for the duration of the contract period? **Yes/No**

1.12 Did you complete all the necessary SBD forms and/or **Yes/No**
annexures?

1.13 **References**

Full details of references, if available, must be submitted **Yes/No**

1.14 **Site Inspection**

Did you attend the site inspection meeting? **Yes/No**

Certificate submitted? **Yes/No**

20. EVALUATION OF STAGES OF THIS BID

- Bids will be evaluated on 2 phases. The first phase will be administrative compliance. In order to proceed to the second phase, bidders must meet all criterion as stipulated under the administrative compliance phase.
- The last phase of evaluation will be based on price and specific Goals using the 80/20 preference point system. A bidder that scores the highest number of points in terms of the preference point system will be awarded the bid.

Stage1 ADMINISTRATIVE COMPLIANCE

Bidders must submit the following documentation

1.	Valid site inspection certificate. (fully filled in and signed original.)
2.	SBD3.3 fully completed and signed (firm prices)
3.	Valid Cleaning Association Certificate. (Valid at closing date of the tender)
4.	Previous Experience of the company (Three (3) copies of Service Level Agreements/ Appointment letter/ Purchase order each with the duration of six (6) months or longer in the relevant cleaning services' field. (Contracts which run concurrently will be counted separately)

Stage 2 Price/ Specific Goals Evaluation 80/20 Preference Point System

Price points	80
Specific Goal	20
Total	100 points

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)
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100% Women Ownership	5
100% SMME/ Exempted Micro Enterprise	6
100% owned by HDI	4
100% owned by Disabled individuals	3
Locality (Local Municipality)	2
TOTAL	20

NB. Points will be allocated proportionally based on percentage ownership according to CSD.

***Proof of locality to be submitted in the form of a lease agreement or municipal bill/statement in the name of the company/ director of the company.**

SPECIAL CONDITION OF CONTRACT (SCC)

- 21.**
- 1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOEL reserves the right to include or waive the condition in the signed contract
 - 2) DOEL reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
 - 3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, DOEL will invoke the rights reserved in accordance with subsection (2) above.
 - 4) Acceptance of this tender or contract is subjected to the condition that both the contracting company or firm and its personnel providing the service must be security screened. If the principal contractor appoints a sub-contractor, the same provisions and measures will apply to the sub-contractor

- 5) The department reserves the right to directly engage the employees of the appointed service provider, to ensure that there is legislative compliance.
The engagement may be pro-active or re-active arising from any circumstances or information.

21.1 CONTRACTING CONDITIONS

- a) Formal Contract. The successful bidder will be required to sign a **Service Level Agreement (SLA) and a contract.**
- b) Right to Audit. The Department reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender
- c) Any proposals received in response to this bid remain the (intellectual) property of the Department of Employment and Labour.
- d) The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract.
- e) Bidders must be registered with CIPC & have a compliant tax status.
- f) Bidders are also kindly requested to submit **one original proposal**
- g) DELIVERY ADDRESS. The supplier must deliver the required services at the addresses referred to **page 5**
- h) The Department reserves the right to inspect shortlisted bidders to ascertain compliance with Labour legislations.

NB: !!! Please Note: Attendance of The Briefing Session and Site Inspection Is Compulsory and Bids of Prospective Bidders Who Do Not Attend The Briefing and Site Inspection will be Disqualified In the Adjudication Of The Bid.

The compulsory briefing and site inspection will be held as follows:

- **21/09/2026**
- **11:00**

21.2 STANDARDS

The Supplier represents that:

- i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
- ii) it is committed to provide the Resources or Services; and
- iii) perform all obligations detailed herein without any interruption to the Customer.

The Supplier must ensure that work or service is performed by a person who has received the necessary training on cleaning and is able to use the machinery or equipment.

21.2.1 STANDARDS OF SERVICE REQUIREMENTS

- a) The resource provided by the successful bidder will be required to adhere to the service level agreements between Auxiliary Services and the clients:
- b) Service level agreement hours are between **06h30 to 15h30**
- c) Early Watch and Health Checks must be conducted daily to ensure timeous corrective action.

21.3 LOGISTICAL CONDITIONS

- 1) **Hours of work.** The bidder will be held accountable on milestones delivered not on time and material.
- 2) Work is expected to be delivered to the Department between **06h30 to 15h30**, Monday to Friday. Any work to be performed outside of the normal business hours will be on arrangement and permission should be granted by the representative of the Department before such work can commence.
- 3) **Tools of Trade.** The Supplier must provide its resources with tools of trade to be able to execute the work.

These Tools of Trade will be configured to Occupational Health and Hygiene Policy (all SABS)

21.4 PERSONNEL SECURITY CLEARANCE

- 1) The Supplier personnel who are required to work with **GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).**
- 2) All the suppliers will be subject to pre-screening
- 3) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

21.5 **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- 1) The Supplier, including its management and staff, must before commencement of the Contract, **sign a non-disclosure agreement regarding Confidential Information.**
- 2) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (a) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (b) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (c) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;

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- (d) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
- (e) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
- (f) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- (g) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
- (h) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
- (i) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice; to the defense of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality.

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- Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law,
- (j) without the prior written consent of any other Party having an interest in the disclosure;

- Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all
- (k) facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;

- Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the
- (l) other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

ANNEXURE A

22. PRICE STRUCTURE TEMPLATE

N.B. ALL Bid Price Proposals must be completed in line with the following requirements:

- The Barberton Labour Centre Bid price proposal must be based on **ALL OF THE BID SPECIFICATIONS AND NOTHING MUST BE LEFT OUT.**
- A **Bid Price Proposal** excluding some of the required services (as outlined in the bid specifications) **shall not be accepted.**
- **The Labour costs for the cleaning staff (Supervisor and cleaners) must not be below the approved sectorial wage determination as determined by the Department of Employment & Labour.**

22.1 ONLY PRICE PROPOSALS SUBMITTED IN LINE WITH THIS TEMPLATE SHALL BE ACCEPTED

Supervisor (Only a full time Supervisor required)		Full Time
Basic Salary		R
Provident Fund		R
Sick leave		R
SDL		R
Leave		R
COIDA		R
UIF		R
CCA		R
Bonus		R
		R
Any other allowances (Please state)		Total monthly cost for Supervisor

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		R
--	--	---------

Cleaner (Indicate number of full time cleaners)		Full Time
Number of Cleaners		
.....		
Basic Salary		R
Provident Fund		R
Sick leave		R
SDL		R
Leave		R
COIDA		R
UIF		R
CCA		R
Bonus		R
Any Other Allowances (please state)		R
		Total monthly cost per Cleaner
		R
		Total cost for number of Cleaners offered per month
		R
OVERTIME COSTS		

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SUPERVISOR <u>Saturday</u> Number of sessions (refer to tender specifications for overtime cleaning activities) 		Cost for Supervisor per overtime session. R
--	--	---

Overtime x 1½ <u>Sunday</u> Number of sessions (refer to tender specifications for overtime cleaning activities) Overtime double		Total cost for all Supervisor's Saturday overtime sessions. R Cost for Supervisor's per overtime session R Total cost for all Supervisor's Sunday overtime sessions.
OVERTIME COSTS FOR CLEANERS		
<u>Saturday</u>		

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Number of sessions (refer to tender specifications for overtime cleaning activities) Overtime x 1½ <u>Sunday</u> Number of sessions (refer to tender specifications for overtime cleaning activities) Overtime double	Cost for Supervisor per overtime session. R Total cost for all Supervisor's Saturday overtime sessions. R Cost for Supervisor's per overtime session R Total cost for all Supervisor's Sunday overtime sessions. R
--	--

TOTAL COST FOR ALL CLEANERS OVERTIME WORK (Aligned to the tender specifications)

R.....

TOTAL COST FOR OVERTIME (COMBINED – Supervisor and Cleaner

R.....

CLEANING MATERIAL AND SANITARY CONSUMABLES AND SANITARY EQUIPMENT (REFER TO WORK PLAN FOR SERVICE REQUIRED)

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Description of the cleaning chemical/basics	Cost p/unit x number of units R..... Total Cost p/month R.....
Description of sanitary consumables to be used and sanitary equipment to be installed.	Cost p/unit x number of units R..... Total Cost p/month R.....
Deep Toilet & Kitchen	Cost p/quarter x square meter R..... X4 quarters

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Overheads	Total Cost p/month R.....
Total Cost	R.....
Total Bid Price (All Cost Included)	
Total Bid price p/month	R.....
Total Bid Price for the 1 st year, 2 nd	R.....

QUANTITIES AND COST OF THE UNDERMENTIONED ITEMS INCLUDE THE BID PRICE PER MONTH

ITEM	QUANTITIES	COSTS
Toilet paper		R
Hand towel rolls		R
Hand wash soap		R
Air freshener cans PM		R
.....		R
.....		R
.....		R
.....		R

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.....		R
.....		R
.....		R
.....		R
.....		R
.....		R
.....		R

Name of bidder:

Signature:

FOR DEPARTMENT OF EMPLOYMENT & LABOUR

BSC CHAIRPERSON

LEBO MoloABI
.....

SIGNATURE


.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE (PRICE MUST BE FIRM)
(General Services)

NAME OF BIDDER: BID NO.: **LMP05/2026**

CLOSING TIME: **11:00AM**

CLOSING DATE: **16/10/2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
	Rendering of Cleaning Services for Barberton L/C for 36 Months	
-	1. Required by:	
-	At:	
	2. Bidders are required to indicate a total firm price based on the total contract period and including all expenses inclusive of all applicable taxes for the service.	R.....
	3. Does offer comply with specification?	*YES/NO
	4. Are you registered with Cleaning association	*YES/NO
	5. Are the rates quoted firm for the full period of contract?	*YES/NO

PRICING SCHEDULE BREAKDOWN AS FOLLOWS:

YEAR 1:

YEAR 2:

YEAR 3:

GRAND TOTAL INCLUDING VAT:

NAME OF BIDDER OR COMPANY:

SIGNATURE OF BIDDER:

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system, where 100% ownership receives the maximum points and any ownership less than that is allocated the apportioned (pro rata) points calculated accordingly from that maximum.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% WOMEN owned business (calculated)	5	
100% SMME'S/ EME with an Annual turnover of less than R10M (calculated)	6	
100% HDI (calculated)	4	
100% DISABILITY (calculated)	3	
LOCALITY	2	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	