

**SPECIFICATIONS / TERMS OF
REFERENCE (TOR)
HYGIENE OFFICE MAINTENANCE**



1. NATURE OF THE BUSINESS

The Limpopo Gambling Board is a parastatal and is established in terms of the Limpopo Gambling Act (4 of 1996) and retained in terms of the Limpopo Gambling Act, Act No. 3 of 2013.

2. SCOPE AND SERVICE REQUIREMENTS

- 2.1.** The Limpopo Gambling Board is inviting quotations from hygiene companies to provide, install and maintain the items listed on “Annexure A” attached, at its office situated at 8 Hans van Rensburg Street, Polokwane.
- 2.2.** The duration of the contract will be for a period of three (3) years, commencing from the date on which the successful bidder and Limpopo Gambling Board sign the standard Service Level Agreement.

3. MINIMUM BID REQUIREMENTS

3.1. Technical requirements

- 3.1.1** The Service Provider shall provide, install and maintain the items listed on “Annexure A” on a monthly/weekly basis.
- 3.1.2** Should water and any of the consumables be depleted before the end of a month, the Service Provider must replenish such only upon a written request from the Board and payment of such shall be at the same rate per unit for the item as quoted.
- 3.1.3** Replenishment and replacement of water and consumables must be done within eight (8) hours (during working hours) of the Board's request.
- 3.1.4** In addition to the weekly removal of the contents of the she-bins, the Service Provider must clean and sanitise all she-bins at least once a week to maintain a clean and healthy environment.

3.2. Administrative compliance / Completion of bid document

Bidders are required to comply with the following minimum administrative requirements:-

- 3.2.1. All documents inclusive of supporting documentation requested in terms of the Bid Document requirements must be submitted and signed off where required
- 3.2.2. Bidders are required to complete the entire bid document in terms of the requirements contained herein.
- 3.2.3. Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with suitable contents page and submitted with the bid documents.
- 3.2.4. All bid documents and all forms required by this bid must be completed in black ink and signed by the authorized signatory.
- 3.2.5. Only original bid document shall be accepted.
- 3.2.6. Bidders shall ensure that there are no missing or duplicated pages. Limpopo Gambling Board shall not accept liability in regard to claims by bidders that pages are missing or duplicated.
- 3.2.7. Correction fluid is not allowed and any cancellation, alteration or amendment on the bid document must be signed for by the authorised signatory.
- 3.2.8. Completed bid document with supporting documents shall be packaged, sealed, marked and submitted strictly as stipulated in this bid document.
- 3.2.9. Standard Bidding Forms to be completed in full:
 - SBD 3.1 - Pricing Schedule - Firm Prices
 - SBD 4 – Bidders disclosure
 - SBD 6.1 - Preference Points Claim form
 - General Conditions of Contract
- 3.2.10. There will be non-compulsory briefing session for this RFQ (Date will be clearly stipulated in the RFQ).

3.3. Attachments

Bidders must attach the following documentation: -

- 3.3.1. A **National Treasury Central Supplier Database registration report**. Where Copies of the Valid Identity Documents of all directors duly certified by a Commissioner of Oath indicating the names of the certifying institution and designated Commissioner of Oath.

3.4. Bid pricing

- 3.4.1. Bidders should quote for the Limpopo Gambling Board and must express prices for the services in South African currency (Rand).
- 3.4.2. Price(s) quoted must be firm and must be inclusive of Value Added Tax (VAT).
- 3.4.3. The proposed fee structure should be outlined in detail as follows:
- Year one (1)
 - Year Two (2)
 - Year Three (3)
 - Total Cost
- 3.4.4. All bids submitted by the bidders must be valid for a period of one-twenty (120) days from the closing date.

3.5. Signing of the contract and Service Level Agreement

The bid will be awarded on condition that the successful bidder signs the contract and Service Level Agreement with Limpopo Gambling Board based on the contents of this document, bid offer and letter of award.

NB: FAILURE TO COMPLY WITH THE ABOVE MINIMUM REQUIREMENTS MAY LEAD TO DISQUALIFICATION OF THE BIDDER AT THE SOLE DISCRETION OF LIMPOPO GAMBLING BOARD. FURTHERMORE, LIMPOPO GAMBLING BOARD WILL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED BY BIDDERS IN THE PREPARATION AND SUBMISSION OF THIS BID. THE BIDDER'S OWN TERMS OR CONDITIONS SHALL NOT BE ACCEPTED.

4. EVALUATION CRITERIA

4.1. Price and Preference Points Evaluation

The 80/20-point system shall be applicable in terms of the Preferential Procurement Regulations, 2022 and its regulations.

Preference points shall be allocated as follows: -

Criteria	Points
Price	80
Specific goals	20
TOTAL	100

- a) A maximum of 20 points will be awarded for specific goals in accordance with the table:

NO	DESIGNATED GROUP	Specific goals points	Means of Verification
1	Black People	4	CSD Report
2	Youth	4	CSD Report
3	Women	4	CSD Report
4	Persons with Disability	4	Medical Certificate or CSD Report
5	Small, Medium and Micro Enterprises (SMMEs)	2	CSD Report
6	Enterprises located in rural areas and townships	2	CSD Report

- b) The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price.
- c) Only the bidder with the highest number of points scored may be selected.

4.2 Criteria for breaking deadlock in scoring

- 4.2.1. In the event that two (2) or more bids have scored equal total points, the successful bid must be the one (1) that scored the highest points for specific goals.

- 4.2.2. If two (2) or more bids have equal points, including equal preference points for specific goals, the successful bid must be the one (1) scoring the highest score for functionality, if functionality is part of the evaluation process.
- 4.2.3. In the event that two (2) or more bids are equal in all respects, the award must be decided by the drawing of lots.

5. RESERVATION OF RIGHTS

Limpopo Gambling Board reserves the right to:-

- 5.1 Request further information from any Service Provider after the closing date of the RFQ;
- 5.2 Verify information and documentation of respective Service Provider from the South African Revenue Services (**SARS**), Companies & Intellectual Property Commission (**CIPC**), National Treasury or any other relevant entity or visit the premises of the Service Provider at any time without notice. Any information received which does not correspond with the one provided in the RFQ document will render the RFQ null and void;
- 5.3 Negotiate a market-related price with the tenderer scoring the highest points or cancel the RFQ;
- 5.4 If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- 5.5 If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- If a market-related price is not agreed as envisaged in paragraph 5.4, the Limpopo Gambling Board must cancel the RFQ.
- 5.6 Not make an award;
- 5.7 Appoint a third party to evaluate the service provider's compliance with any aspect of this RFQ;
- 5.8 Withhold payment of valued-added tax (VAT) on any amounts charged by the Service Provider should the Service Provider tax status is not in good standing with the South African Revenue Service. Therefore, the Service Provider must ensure that their tax status must be in good standing for the full duration of the contract.

- 5.9 Cancel the contract, if it is satisfied that any person (being an employee, partner, director or shareholder of the Service Provider or a person acting on behalf of or with the knowledge of the bidder), firm or company (The expression “person, firm or company” shall include an authorized employee or agent of such a person, firm or company):
- a) is executing a contract with government unsatisfactorily;
 - b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the Public Service in connection with obtaining or executing a contract;
 - c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence there-of been found guilty of a criminal offence;
 - d) has withdrawn or amended his RFQ after the time set for the receipt and opening of RFQ.

APPROVED BY:



MR. M.G. MAKOKO
CHIEF EXECUTIVE OFFICER