

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HOME AFFAIRS**

BID NUMBER:	DHA13-2024	CLOSING DATE:	29 NOVEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING SERVICES FOR SIXTEEN (16) DEPARTMENT OF HOME AFFAIRS' (DHA) BUILDINGS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE SILVER TENDER BOX SITUATED AT THE MAIN ENTRANCE OF THE BUILDING (STREET ADDRESS)**

Department of Home Affairs  
 230 Johannes Ramokhoase Street  
 Cnr. Thabo Sehume and Johannes Ramokhoase Streets  
 Hallmark Building, Pretoria.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Dikeledi Nchaupe Nqobile Chonco	CONTACT PERSON	Madimetja Mafafo
TELEPHONE NUMBER	(012) 406 7166 (012) 406 2789	TELEPHONE NUMBER	(012) 406 4017
E-MAIL ADDRESS	<a href="mailto:Dikeledi.Nchaupe@dha.gov.za">Dikeledi.Nchaupe@dha.gov.za</a> <a href="mailto:Nqobile.chonco@dha.gov.za">Nqobile.chonco@dha.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Madimetja.Mafafo@dha.gov.za">Madimetja.Mafafo@dha.gov.za</a>

**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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

## INSTRUCTIONS TO BIDDERS

### 1. THE TENDER DOCUMENTS

#### Rules for Bidding

- 1.1. The Department is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection.
- 1.2. The Department reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the Department decide not to proceed with the tender.
- 1.3. The Department also reserves the right to appoint any other person to undertake any part of the tasks.
- 1.4. The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture or a consortium arrangement. The Department will enter into a single contract with a single entity for the delivery of the work set out in these tender documents.
- 1.5. The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 1.6. All South African firms submitting bids as part of a consortium or joint venture must submit valid original tax clearance certificates.
- 1.7. All bidders submitting bids as part of joint venture, consortium, **must** submit the following:
  - i. A joint venture agreement or a consortium agreement signed by all companies forming a joint venture or a consortium.
  - ii. A valid tax clearance certificate and/ or pin issued by South African Revenue Services (SARS) for all companies that form part of a joint venture or a consortium.
  - iii. A consolidated Central Supplier Database(CSD) Report.
  - iv. A consolidated SANAS B-BBEE certificate or a consolidated B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC).
- 1.8. Foreign firms providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
- 1.9. The service provider and its affiliates are disqualified from providing goods, works, and services to any private party to this Agreement, or any eventual project that may result, directly or indirectly from these services.
- 1.10. Firms may ask for clarification on these tender documents or any part thereof up to close of business 1 week before the deadline for the submission of the bids.
- 1.11. The Department reserves the right to return late bid submissions unopened.
- 1.12. Firms may not contact the Department on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons, or bid award decisions in any manner, may result in rejection of the bid concerned.

- 1.13. Should the contract between the Department and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated.

### **Conditions of the Tender**

- 1.14. The General Conditions of contract will apply.
- 1.15. The Department will become the owner of all information, documents, programmes, advice, and reports collected and compiled by the service provider in the execution of this tender.
- 1.16. The copyright of all documents, programmes, and reports compiled by the service provider will vest in the Department and may not be reproduced or distributed, or made available in any other way without the written consent of the Department.
- 1.17. All information, documents, programmes, and reports must be regarded as confidential and may not be made available to any unauthorised person or institution without the written consent of the Department.
- 1.18. Bidders shall undertake to limit the number of copies of this document and destroy them in the event of their failure to secure the contract.
- 1.19. The service provider is entitled to general knowledge acquired in the execution of this agreement and may use it, provided that it shall not be to the detriment of the Department.

### **Cost of Bidding**

- 1.20. The Bidder shall bear all costs associated with the preparation and submission of its bid and the Department, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### **Content of Tender Documents**

- 1.21. The services required, tender procedures and contract terms are prescribed in the tender documents, which include:
- i. Instruction to Bidders;
  - ii. Technical Bid;
  - iii. Terms of Reference;
  - iv. Evaluation Criterion;
  - v. Financial Bid;
- 1.22. The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a bid not responsive to the tender documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

## Clarification of Tender Documents

1.23. The Department will respond in email to any request for clarification of the tender documents which it receives no later than 1 week prior to the deadline for submission of bids prescribed by the Department.

### 1.24. Briefing session.

Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:

**Date and time:** Friday, 15 November 2024 at 13h00 to 14h00.

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDY0MzRiM2MtM2RhNy00NmZILTk3ZTAzM2U0NGViNTNjYTA4%40thread.v2/0?context=%7b%22)

[join/19%3ameeting\\_NDY0MzRiM2MtM2RhNy00NmZILTk3ZTAzM2U0NGViNTNjYTA4%40thread.v2/0?context=%7b%22Tid%22%3a%225afed814-43e4-4135-ac14-8bbc853379ef%22%2c%22Oid%22%3a%22bff1c90d-0a0a-4944-bb8f-ecab20fe725b%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDY0MzRiM2MtM2RhNy00NmZILTk3ZTAzM2U0NGViNTNjYTA4%40thread.v2/0?context=%7b%22Tid%22%3a%225afed814-43e4-4135-ac14-8bbc853379ef%22%2c%22Oid%22%3a%22bff1c90d-0a0a-4944-bb8f-ecab20fe725b%22%7d)

## Amendment of Tender Documents

1.25. At any time prior to the deadline for submission of bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.

1.26. All prospective bidders who have received the tender document will be notified of the amendment in writing or by fax, and same will be binding on them.

1.27. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Department, at their discretion, may extend the deadline for the submission of bids.

## 2. PREPARATION OF BIDS

### Language of Bid

2.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Department shall be written in English.

### Documents Constituting the Bid

2.2. The bid prepared by the Bidder shall comprise the following components:

#### a) Technical Bid, including:

- i. Invitation to Bid (SBD 1)
- ii. Tax Clearance Certificate
- iii. Bidder's Disclosure (SBD4)
- iv. Preferential Points Claim Forms (SBD 6.1)
- v. General Conditions of contract
- vi. CSD report
- vii. **Letter of Authority**

- The title, name, surname, and position of an authorised person to sign the bidding documents and communicate with the department on behalf of the bidding company.
  - The contact details of the authorised person including the telephone number or work cell number and the email address.
- viii. Completed Technical Specification Document
- b) Financial Bid, comprising:**
- i. Price Schedule & Professional services (SBD 3)
  - ii. Preferential points specific goals

## **Bid Prices**

- 2.3 Prices indicated on the Price Schedule shall be the total price of services including, where applicable:
- All duties and other taxes;
  - The price of transportation, insurance, and other costs incidental to the delivery of the services to their final destination;
  - The price of any other incidental services required in terms of the tender deliverables;
- 2.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- 2.5 A bid submitted with a variable price quotation will be treated as non-responsive and rejected.
- 2.6 Prices shall be quoted in South African Rands.
- 2.7 The Department has limited resources and bids must be competitive, with market-related pricing, as this will be one of the deciding factors in the final award of the contract.

## **Period of Validity of Bids**

- 2.8 Bids shall remain valid for 90 days after the closing date of the bid prescribed by the Department. A bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 2.9 In exceptional circumstances, the Department may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify its bid.

## **Format and Signing of Bid**

- 2.10 The Bidder shall prepare one copy of the Technical Bid and Financial Bid separately, clearly marking each "Original Technical Bid" and "Original Financial Bid", as appropriate. **Apart from hard copies, a copy should also be provided on CD or memory stick. In the event of any discrepancy between the two, the original shall govern.**

- 2.11 The original and CD or Memory stick of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 2.12 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

## Sealing and Marking of Bids

- 2.13 The original and CD or Memory stick of the Technical Bid shall be placed in a sealed envelope clearly marked Technical Bid and the original and CD or Memory stick of the Financial Bid shall be placed in a sealed envelope clearly marked Financial Bid and warning "Do not open with Technical Bid". All the inner envelopes shall then be placed into an outer envelope. The inner and outer envelopes shall be addressed to the following address:

Department of Home Affairs  
230 Johannes Ramokhoase Street  
Pretoria  
0001

- 2.14 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late.
- 2.15 If the outer envelope is not sealed and marked as required above, the Department will assume no responsibility for the bid's misplacement or premature opening.
- 2.16 Faxed or emailed bids will not be accepted. **Only hand-delivered bids submitted before the due date and time will be accepted.**

## Closing Date of Bids

- 2.17 Bids (Technical and Financial) must be received by the Department at the address specified under clause 2.13 above. In the event of the specified date for the submission of Bids being declared a holiday for the Department, the Bids will be received up to the appointed time on the next working day.
- 2.18 The Department may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## Late Bids

- 2.19 Any bid received by the Department after the deadline for submission of bids prescribed by the Department will be rejected and/or returned unopened to the Bidder.

## **Modification and Withdrawal of Bids**

- 2.20 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bids.
- 2.21 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of this bid. A withdrawal notice may also be sent by fax, followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 2.22 No bid may be modified subsequent to the deadline for submission of bids.
- 2.23 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the Invitation to Bid form.

## **3. EVALUATION OF BIDS**

### **Clarification of Bids**

- 3.1. During evaluation of bids, the Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

### **Preliminary Examination**

- 3.2. The Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the Contract and Technical Specifications and whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 3.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of errors, its bid may be rejected.
- 3.4. If a bid is not responsive and not fulfilling all the conditions of the Contract and not meeting Technical Specifications, it will be rejected by the Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### **Evaluation and Comparison of Bids**

- 3.5. The Department will evaluate and compare the financial bids only of those Bidders whose Technical Bid has been accepted by the Department.
- 3.6. The Department's evaluation of a financial bid will take into account information to be provided on the SBD 3.

## **Contacting the Department**

- 3.7. Subject to clause 3.1 above, no Bidder shall contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
- 3.8. Any effort by a Bidder to influence the Department in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

## **4. AWARD OF CONTRACT**

### **Post qualification**

- 4.1. The Department will determine to its satisfaction whether the Bidder that is selected as having submitted the highest evaluated responsive bid meets the criteria specified in these documents, and is qualified to perform the contract satisfactorily.
- 4.2. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder, as well as such other information as the Department deems necessary and appropriate.
- 4.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Department will proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

### **Department's right to vary Quantities at Time of Award**

- 4.4. The Department reserves the right at the time of Contract award to increase or decrease the quantity of the services originally specified in the Terms of Reference without any change in unit price or other terms and conditions.

### **Department's right to accept or reject any or all Bids**

- 4.5. The Department reserves the right to:
  - Accept or reject all or individual items of this bid;
  - Accept one or more bids submissions reject individual items;
  - Request clarification or further information regarding any item in the Proposal;
  - Request further information from any bidder after the closing date;
  - Accept a bid that may not reflect the lowest pricing;
  - Consider any bid that may not conform to any aspect of this bid;
  - Annul the tender process and reject all bids at any time prior to contract award;

- Consider such alternate services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise;
- Award the contract or any part thereof to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.

## **Notification of Award**

- 4.6. Prior to the expiration of the period of bid validity, the Department will notify the successful bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 4.7. The notification of award will constitute the formation of the Contract.

## **Signing of Contract**

- 4.8. At the same time as the Department notifies the successful bidder that its bid has been accepted, the Department will send the bidder the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 4.9. Within 2 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract Form and return it to the Department.

## **Termination of Service**

- 4.10. In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract, shall be applicable.
- 4.11. Should the Department, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, the Department shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the service provider any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids or to accept any less favourable bid.

## **Unsatisfactory Performance**

- 4.12. Failure to comply with the conditions of the contract, the Department shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract. Delays beyond time limits and timeframes agreed upon between the parties. Failure to meet the performance standards indicated in the contract

## **Assignment**

- 4.13. The contractor shall not, without prior written authority of the Department, cede, assign or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly or indirectly, to any person, firm or organization whatsoever.



home affairs

Department:  
Home Affairs  
REPUBLIC OF SOUTH AFRICA

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**TERMS OF REFERENCE**

**DHA13-2024**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CLEANING SERVICES FOR SIXTEEN (16) DEPARTMENT OF HOME AFFAIRS' (DHA) BUILDINGS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**CLOSING DATE AND TIME OF BID:**

29 November 2024 at 11h00

**Bidders are invited to a non-compulsory virtual (Microsoft Teams) briefing session that will be held as follows:**

**Date and time:** Friday, 15 November 2024 at 13h00 to 14h00

**Link to the virtual meeting:**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NDY0MzRiM2MtM2RhNy00NmZILtK3ZTAtM2U0NGViNTNiYTA4%40thread.v2/0?context=%7b%22Tid%22%3a%225afed814-43e4-4135-ac14-8bbc853379ef%22%2c%22Oid%22%3a%22bff1c90d-0a0a-4944-bb8f-ecab20fe725b%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDY0MzRiM2MtM2RhNy00NmZILtK3ZTAtM2U0NGViNTNiYTA4%40thread.v2/0?context=%7b%22Tid%22%3a%225afed814-43e4-4135-ac14-8bbc853379ef%22%2c%22Oid%22%3a%22bff1c90d-0a0a-4944-bb8f-ecab20fe725b%22%7d)

**BID VALIDITY PERIOD: 90 DAYS**

**Department of Home Affairs  
Supply Chain Management**

## TERMS OF REFERENCE

### OBJECTIVES

1. The objectives (aim) of this tender are:
  - To invite bids from suitable service provider(s) to provide cleaning services to the following sixteen (16) buildings of the Department of Home Affairs' (DHA) for a period of thirty-six (36) months.

### BACKGROUND

2. The DHA is, in view of its mandate, expected to deliver services to the public. As a result of this, DHA offices must be kept clean at all times. It is therefore essential that the department enlist the services of reputable service provider(s) to provide a comprehensive cleaning and hygiene services. These services are required for a period not exceeding thirty-six (36) months as per the scope of work.

**The service is required in sixteen (16) DHA buildings as listed on the table below:**

No	BUILDING	ADDRESS	SIZE OF THE BUILDING	PROPOSED NUMBER OF SUPERVISORS	SHARED SUPERVISOR	PROPOSED NUMBER OF CLEANERS
1.	<b>Hallmark Building</b> Estimated number of staff members is 3800 <b>Number of visitors in the building:</b> At an average of 6000 visitors per month	230 Johannes Ramokhoase Street, Pretoria	25 388.58m <sup>2</sup>	1	Supervisor will be supervising 01 and 03,08	21
2.	<b>BVR</b> Estimated staff members is 2800	184 Jeff Masemola St, Pretoria	39 477.45m <sup>2</sup>	1	Supervisor will be supervising 02,04,05,	23
3.	<b>Centre Walk</b> Estimated staff members is 15 At an average of 200 visitors per month	266 Pretorius Street, Pretoria	170m <sup>2</sup>	0	Hallmark Supervisor	1
4.	<b>FSI Building</b> Estimated staff members of 20 An average of 40 visitors per month	909 Arcadia Street Hatfield Pretoria	3 800m <sup>2</sup>	0	BVR Supervisor	2

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No	BUILDING	ADDRESS	SIZE OF THE BUILDING	PROPOSED NUMBER OF SUPERVISORS	SHARED SUPERVISOR	PROPOSED NUMBER OF CLEANERS
5.	<b>Passport Factory</b> Estimated staff members of 30 An average of 80 visitors per month	83 Visagie Street Pretoria	4 700m <sup>2</sup>	0	BVR Supervisor	1
6.	<b>Brits Archives Storage Facility</b> Estimated staff members is 65 At an average of 300 visitors per month	3 Piet Pretorius Street Extention 14 Brits	11 810 m <sup>2</sup>	1	No sharing	14
7.	<b>Roslyn Records Storage Facility</b> Estimated staff members is 35 At an average of 100 visitors per month	12 Piet Rautanbach Stand 86 Rosslyn	16 946 m <sup>2</sup>	1	No sharing	12
8.	<b>Heyvries Records Storage Facility:</b> Estimated staff members of 15 At an average of 80 visitors per month	366 Francis Baard (Schoeman) Street Pretoria	4 528m <sup>2</sup>	0	Hallmark Supervisor	2
9.	<b>Tshwane Refugee Reception Centre</b> Estimated staff members is 150 At an average of 19 000 visitors per month	352 Eskia Mphahlele Drive Pretoria 0001	3 825m <sup>2</sup>	1	No sharing	20
10.	<b>Musina Refugee Reception Centre</b> Estimated staff members is 49 At an average of 9 000 visitors per month	08 Harold Street, Musina 0900	1 524m <sup>2</sup>	1	No sharing	4

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No	BUILDING	ADDRESS	SIZE OF THE BUILDING	PROPOSED NUMBER OF SUPERVISORS	SHARED SUPERVISOR	PROPOSED NUMBER OF CLEANERS
11.	<b>Port Elizabeth Refugee Reception Centre</b> Estimated staff members is 45 At an average of 9 000 visitors per month	2 Gibaud Road, Lakeside Business Park: North End, Port Elizabeth	2 381m <sup>2</sup>	1	No sharing	4
12.	<b>Cape Town Refugee Reception Centre:</b> Estimated DHA staff compliment is 52 At an average of 8000 visitors per month	Wanga Building 12 Greenville Avenue Epping 1 Cape Town	2 971m <sup>2</sup>	1	No sharing	9
13.	<b>Durban Refugee Reception Centre</b> Estimated staff members is 49 At an average of 19 000 visitors per month	137 Che Guevara Road Glenwood Durban	1 213m <sup>2</sup>	1	No sharing	4
14.	<b>DHA Church Square Digitisation Facility</b> Estimated staff members is 1000	SAPO Post Office Cnr Bosman and Madiba Street Pretoria 0001	3 962m <sup>2</sup>	1	No sharing	16
15.	<b>DHA Silverton 1 Digitisation Facility</b> Estimated number of staff members is 700	Moretela and James Drive Silverton	4 257m <sup>2</sup>	1	Supervisor will be supervising 15 and 16	8
16.	<b>DHA Silverton 2 Digitisation Facility</b> Estimated number of staff members is 700	Moretela and James Drive Silverton	10062m <sup>2</sup>	0	DHA Silverton 1 Digitisation Facility	14
<b>Grant Total of Supervisors and Cleaners</b>				<b>11</b>		<b>155</b>

## SCOPE AND EXTENT OF THE TENDER

3. The successful bidder(s) will be expected to execute and conduct the following tasks for/ provide the following services / items to the Department:

- To provide total number of one hundred and fifty-five (155) cleaners and eleven (11) supervisors to render a comprehensive cleaning and hygiene services day-to-day (Monday to Friday).
- To deploy cleaners with relevant cleaning and hygiene experience to various buildings as contracted;
- To render comprehensive cleaning and hygiene service to offices listed in paragraph 2.2, noting that head office cleaning services will be done in conjunction with permanent DHA cleaning staff;
- To provide monitoring and supervision of cleaning services in the buildings;
- Deep cleaning to be undertaken at all sites in accordance with the schedule provided;
- All the chemicals, detergents and other related materials to be used must be compliant to South African Bureau of Standards and;
- All the cleaning and hygiene services are to be undertaken in compliance with Occupational Health and Safety Act 85 of 1993.

### 4. Description of services

- Cleaning Services:
  - Cleaning windows and seals (interior)
  - Cleaning blinds;
  - Cleaning of flooring e.g. carpets, tiles, rubberised, wooden, concrete etc.
  - General cleaning – exterior; (court yard, veranda etc.)
  - General Cleaning of all surfaces;
  - General cleaning – interior;
  - Special cleaning – ablutions;
  - Special cleaning – kitchens;
  - Supply of cleaning materials and equipments;
  - Refreshment Coordination i.e. provide support for special meeting arrangement cleaning cutlery on ad-hoc basis.

### 5. Minimum Service Levels:

#### CLEANING SERVICES

TYPE OF AREA	SERVICE LEVEL	FREQUENCY
<b>CONTENTS OF EACH ROOM ALL SURFACES AND</b>	a) Unless otherwise stated, the under-mentioned should be dusted every day with a soft cloth or a duster, which is recommended specifically for this purpose, and should be cleaned daily.	Daily

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TYPE OF AREA	SERVICE LEVEL	FREQUENCY
PARTITION ALL ARTWORK AND FRAMES WOODEN PANELS AND PARTITIONS	b) Archives and stock items in storerooms should be dusted quarterly ,	Quarterly
AREA OUTSIDE THE BUILDING – COURTYARD/ VERANDA	a) These areas must be cleaned, remove dust and leaves;	Daily
	b) Paving is to be hosed with high pressure water hose nozzle with clean water and scrubbed quarterly.	quarterly
RECEPTION AREA	a) These areas must be cleaned	Daily
CURTAINS / BLINDS	a) Curtains in the Executive offices should be removed and washed once a year; and b) Voile should be washed as and when instructed throughout the year.	Annually
	c) Clean and dust blinds	weekly
	DOORS	a) Remove all dirty spots on wooden and aluminium/ glass doors
b) Polish door knobs with an approved metal polish where applicable		weekly
c) Wash all glass doors (inside and outside) and aluminium frames with a degreasing agent and equipment that will not scratch the surface.		Weekly
GLASS PARTITIONING	a) Wash all full-height and low-level glass partitioning	Weekly
STAIRS	a) Clean all stairs ways with degreasing agent using mob that will not scratch the surface.	Weekly
FURNITURE	a) Polish wooden furniture everywhere with an SABS approved polish, such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished.	Weekly
	b) Do not polish any laminated furniture;	Daily
	c) Remove all dirty spots from glass tops, desks and other furniture such as, bookcases, empty shelves in a proper way;	Daily
	d) Damp-Wash wash arts of furniture covered in leather or imitation leather;	Weekly
	e) Treat upholstered or leather covered parts of furniture with an approved agent;	Monthly
	f) Vacuum those parts of furniture covered with fabric;	Weekly
	g) Wipe telephones with a damp cloth using a suitable diluted disinfectant;	Daily

## DHA13-2024

TYPE OF AREA	SERVICE LEVEL	FREQUENCY
	Antique furniture to be polished with wood oil;	Weekly
	i) All upholstery furniture e.g. chairs; couches must be shampooed and washed with approved SABS products;	Twice a Year
<b>STAIRS AND BALUSTRADES</b>	a) Wipe banisters with a damp cloth;	Daily
	b) Use polish on wooden banisters that will not scratch the surface;	Monthly
	c) Clean all visible pipes;	Weekly
	d) Balustrades to be polished with SABS approved metal polish;	Weekly
	e) Emergency staircases must be cleaned and kept free of obstructions.	Weekly
<b>FLOORS</b>	a) Clean all floors in order to maintain hygiene and high gloss;	Weekly
	b) Should entry to offices or high traffic make it difficult to treat floors, it should be done before high traffic start.	Daily
	c) Wash floors with an appropriate disinfectant.	Daily
<b>VINYL: VINYL LINOLEUM, ASPHALT, RUBBER AND SIMILAR COATINGS</b>	a) The relevant surface should be properly cleaned and where necessary old polish should be removed with an appropriate agent; and b) If a polish-remover is used, the floor should be rinsed with clean water and dried properly.	Weekly
<b>WOODEN FLOORS &amp; PARQUET</b>	a) Sweep and remove all dirty marks ;	Daily
	b) Polish with an SABS approved non-slip polish, should be done after the floor has been wiped with a damp mop; and	Weekly
	c) Various areas: <ul style="list-style-type: none"> <li>• High Traffic e.g. passages ways – apply polishing agent and polish</li> <li>• Offices — apply polishing agent and polish; and</li> <li>• As soon a slight layer of old polish has built up, it should be scrubbed off and a new coat re-applied.</li> </ul>	Monthly Monthly
<b>CARPETS (wall-to-wall and loose)</b>	a) Vacuum all carpets;	Twice a week
	b) Thorough vacuuming as follows: <ul style="list-style-type: none"> <li>• High Traffic, e.g. passages ways</li> <li>• Clean spots or stains immediately. Guard against the use of cleaning agents that could damage or discolour the carpets;</li> <li>• The carpets should then be washed with an appropriate and SABS approved carpet washing machine. When carpets are</li> </ul>	Daily Daily
		Twice a year

## DHA13-2024

TYPE OF AREA	SERVICE LEVEL	FREQUENCY
	washed, dirty marks or stains should be removed after which the carpet should be thoroughly vacuumed. Washing of carpets will be done, after office hours; and during the weekend.	
<b>OUTDOOR CONCRETE SURFACES AND PAVING</b>	<ul style="list-style-type: none"> <li>a) Balconies, passage ways, footways and water canals should be swept with appropriate brooms and dirty spots removed;</li> <li>b) Pick up all rubbish on paving</li> <li>c) Sweep paving with a hard broom</li> <li>d) Walkways should be washed</li> <li>e) Walkways should be scrubbed</li> </ul>	<ul style="list-style-type: none"> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Weekly</li> <li>Weekly</li> </ul>
<b>STORE ROOM</b>	a) Storerooms must be cleaned.	Quarterly
<b>RUBBISH REMOVAL</b>	<ul style="list-style-type: none"> <li>a) Empty all waste bins in office, kitchen, bathrooms and general areas in the morning and afternoon</li> <li>b) Sufficient rubbish bags need to be provided daily by the service provider to outline the bins in the kitchens, bathrooms or where necessary;</li> <li>c) All rubbish bags must be removed from the containers with the rubbish intact and the containers must be outlined with new bags</li> <li>d) The contents of waste bins and other office rubbish must be removed;</li> <li>e) Neatly in bags and deposited to the collecting points of rubbish bins provided for this purpose;</li> <li>f) Rubbish bags may not be dragged across floors or carpet tiles as the floors may be damaged;</li> <li>g) Leaves, paper and other debris falling on or blowing onto the premises should be pick up and placed in plastic bags provided by the service provider, and be disposed accordingly.</li> <li>h) Remove the shredding paper bags from the shredding machines and disposed accordingly.</li> </ul>	<ul style="list-style-type: none"> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> </ul>
<b>KITCHENS</b>	<ul style="list-style-type: none"> <li>a) Kitchen floors to be washed</li> <li>b) Counters top to be washed</li> <li>c) Cupboards to be cleaned and washed inside to avoid infestation; and</li> <li>d) Fridges to be defrosted and cleaned.</li> </ul>	<ul style="list-style-type: none"> <li>Daily</li> <li>Daily</li> <li>Weekly</li> <li>Monthly or as when required</li> </ul>

## DHA13-2024

TYPE OF AREA	SERVICE LEVEL	FREQUENCY
<b>BATHROOMS</b>	<ul style="list-style-type: none"> <li>a) Bathroom floors must be washed;</li> <li>b) Counters tops must be washed;</li> <li>c) Toilet pans, covers, urinals, basins, towel rails and taps must be cleaned with SABS approved disinfectant;</li> <li>d) An SABS approved chemical must be put into toilet pans to prevent deposits forming;</li> <li>e) All mirrors must be cleaned and polished with SABS approved chemicals;</li> <li>f) Approved agents must be put in basins and urinals to prevent clogging</li> <li>g) Glazed and enamel surfaces must be washed with an approved liquid agent, no abrasives or scouring materials may be used; and</li> <li>h) Toilet papers must be replenished three (3) times a day (or as per need) regularly during the day (<b><i>toilet papers and handtowels to be provided by the Department</i></b>).</li> </ul>	<ul style="list-style-type: none"> <li>Daily</li> <li>Daily</li> <li>Twice a Day</li> <li>Weekly</li> <li>Daily</li> <li>Weekly</li> <li>Daily</li> <li>Three Times a Day</li> </ul>
<b>BRASS ITEMS</b>	<ul style="list-style-type: none"> <li>a) Must be cleaned;</li> <li>b) Must be polished with Brasso or another similar SABS approved chemical and equipment that will not scratch the surface;</li> <li>c) High rise brass items cleaned.</li> </ul>	<ul style="list-style-type: none"> <li>Daily</li> <li>Weekly</li> <li>Monthly</li> </ul>
<b>REFRESHMENT COORDINATION</b>	<p>The following tasks will be expected from the Refreshment Coordination:</p> <ul style="list-style-type: none"> <li>a) Provide support for special meeting arrangement cleaning cutlery on ad-hoc basis.</li> <li>b) Wash all crockery and maintain proper stock control on a daily basis;</li> <li>c) Maintain a clean and healthy catering environment;</li> <li>d) Ensure a hygienic regime for all catering equipment and suppliers; and</li> <li>e) Glasses and water bottles must be cleaned and replenished daily.</li> <li>f) Sterilise water bottles and jugs.</li> </ul>	<ul style="list-style-type: none"> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>Daily</li> <li>weekly</li> </ul>
<b>CLEANING TIME</b>	<ul style="list-style-type: none"> <li>a) The servicing times will occur daily for eight (8) hours e.g. 06H00 - 14H00 and 07H00 – 16H00, except where changes are specifically</li> </ul>	<ul style="list-style-type: none"> <li>Daily</li> </ul>

## DHA13-2024

TYPE OF AREA	SERVICE LEVEL	FREQUENCY
	requested by DHA.	
<b>WINDOWS</b>	a) Windows must be washed inside as and when required. Windows at 40 Church Square must be cleaned inside (quarterly) and outside (Biannually); b) The service provider must provide own safety harness when cleaning outside windows;	Quarterly
<b>SECURITY</b>	a) All contractors' employees placed on-site must undergo security screening and therefore provide copies of identity documents (ID); and b) All contractors' employees on-site must adhere to all applicable DHA regulations (e.g. Security, Building Regulations, etc.)	
<b>FIRE EXTINGUISHERS</b>	a) The service provider and his employees shall under no circumstances make use of fire hose reels or other fire extinguishers on-site in the activities not attached to the rendering of the services.	
<b>WARNING SIGNS</b>	a) Legible warning notices or signs shall be exhibited as needed where the rendering of the cleaning services may cause injuries to any person(s).	
<b>INFLAMMABLE, POISONOUS SUBSTANCES</b>	a) The service provider shall not use or store any poisonous or highly inflammable substances on the premises without the written consent of the DHA for the rendering of the services or any other purposes.	
<b>DAMAGE COMPENSATION</b>	a) The service provider will be held responsible for any damage or thefts that may be caused, to the premises or contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by the State against the service provider.	
<b>COMPLIANCE WITH ACTS AND REGULATIONS</b>	a) The service provider must comply with all the Acts and Regulations applicable to cleaning services.	
<b>TRAINING</b>	a) The cleaning and hygiene services staff shall be trained by the service provider in every aspect relating to the handling of all equipment that they use with regards to this contract; and b) The employer will be held responsible for any damages or injuries arising from any misuse any damages or injuries arising from any negligent use of such equipment by one of their "on-site" staff	

## DHA13-2024

TYPE OF AREA	SERVICE LEVEL	FREQUENCY
	members.	
<b>ABSENTEEISM AND REPLACEMENT OF STAFF</b>	a) The services provider must inform the department by 8H00 if the staff member will not be at work. b) Should a staff member not be present at work, a replacement by a security screened employee is required by 10H00 of that day.	

### 6. BUILDING PROPERTY DETAILS

NAME OF OFFICE	NUMBER OF FLOORS	KITCHEN	TOILETS FOR MALES		TOILETS FOR FEMALES		TOILETS FOR DISABILITY	
			Toilet	Basin	Toilet	Basin	Toilet	Basin
HALLMARK	22	23	Toilet	34	Toilet	43	Toilet	3
			Basin	35	Basin	31	Basin	3
			Urinal	25				
BVR	19	16	Toilet	45	Toilet	53	Toilet	6
			Basin	46	Basin	51	Basin	6
			Urinal	43				
FSI	2	6	Toilet	7	Toilet	9	Toilet	1
			Basin	9	Basin	11	Basin	1
			Urinal	4				
Center Walk	1	1	Toilet	4	Toilet	2	Toilet	1
			Basin	4	Basin	2	Basin	1
			Urinal	4				
Passport Factory	1	1	Toilet	2	Toilet	2	Toilet	1
			Basin	2	Basin	2	Basin	1
			Urinal	2				
Heyvries	7	1	Toilet	12	Toilet	10	Toilet	0
			Basin	12	Basin	10	Basin	0
			Urinal	6				
Rosslyn	1	1	Toilet	7	Toilet	3	Toilet	0
			Basin	7	Basin	3	Basin	0
			Urinal	1				
Brits	1	2	Toilet	7	Toilet	5	Toilet	1
			Basin	5	Basin	5	Basin	1
			Urinal	5				
Tshwane Refugee Reception Centre	3	2	Toilet	31	Toilet	27	Toilet	2
			Basin	31	Basin	20	Basin	2
			Urinal	22				
Cape Town RRO	1	2	Toilet	11	Toilet	10	Toilet	2
			Basin	10	Basin	10	Basin	2
			Urinal	6				
Musina RRO	1	1	Toilet	6	Toilet	5	Toilet	1
			Basin	3	Basin	1	Basin	0
			Urinal	3				

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NAME OF OFFICE	NUMBER OF FLOORS	KITCHEN	TOILETS FOR MALES		TOILETS FOR FEMALES		TOILETS FOR DISABILITY	
			Toilet	Basin	Toilet	Basin	Toilet	Basin
Durban RRO	2	1	Toilet	4	Toilet	4	Toilet	2
			Basin	4	Basin	6	Basin	2
			Urinal	4				
Port Elizabeth RRO	1	1	Toilet	9	Toilet	11	Toilet	4
			Basin	11	Basin	11	Basin	4
			Urinal	7				
DHA Silverton 1 Digitisation Facility	1	1	Toilet	13	Toilet	25	Toilet	4
			Basin	8	Basin	18	Basin	0
			Urinal	12				
DHA Silverton 2 Digitization Facility	1	1	Toilet	15	Toilet	25	Toilet	4
			Basin	10	Basin	16	Basin	0
			Urinal	10				
DHA Church Square Digitization Facility	1	1	Toilet	20	Toilet	25	Toilet	5
			Basin	15	Basin	15	Basin	5

### SPECIAL CONDITIONS OF CONTRACT

7. To achieve the above the successful bidder will be required to meet the following requirements:

- Provide day-to-day comprehensive cleaning and hygiene service in a courteous and professional manner.
- Work eight (8) hours per day Monday to Friday
- Manage internal disputes among his/her staff members such as that DHA is not affected by those disputes.
- Comply with DHA security and all other policies, procedures, and regulations.
- **No cleaner is allowed to interfere with the running operations of DHA**
- **The cleaner must report any abuse by DHA officials to their employer (supervisor)**
- Not make use of emergency fire hose reels or other fire extinguishers in offices for the purpose of executing cleaning services.
- Provide and display warning sign when cleaning is in progress.
- Not use equipment, utensils or chemicals that may damage property, persons or other contents in the offices.
- Not use poisonous or highly inflammable substances.
- Ensure that all work performed and all equipment used on site is in compliance with the Occupational Health Safety Act no.85 of 1993 and any regulations promulgated in terms of this Act.
- Ensure that they comply with requirements of the National Environmental Management Act No 107 of 1998, Waste Management Act 2008 (Act 59 of 2008) as amended by the National Environmental Management: Waste Amendment Act (26 of 2014) and the National Environment Management Laws Amendment Act (25 of 2014) and local municipality by-laws when collecting, transporting and disposing of the contents of She Bins.
- **Provide and keep cleaning equipment in good working condition at all times.**
- Refill, empty and clean machines and equipment only at designated places.

- Provide cleaners with uniform and name tag.
- Provide cleaners with personal protective clothing.
- Ensure that DHA is informed of any replacement or removal of staff.
- Ensure that Health and Safety of work environment is adhered to.
- Ensure that cleaning materials/consumables are provided at all times and when necessary.
- Ensure that the team responsible for cleaning of offices are supervised.
- Comply with all laws and regulations of the department.
- Ensure that cleaning team are regularly trained for all service provision.
- During the change of building lease conditions, the number of cleaners may be affected by these changes and successful bidder must take note of this.
- The number of cleaners and supervisors can change from time to time, based on the departmental needs. However, the price per cleaner and supervisor should remain as tendered. Such changes would be communicated with the service provider at least three (3) months in advance.
- **Attach a breakdown which state all cost drivers. Labour cost should not be below the approved sectoral wage determination as determined by the Department of Employment and Labour. The breakdown must be indicated in Annexure A.**
- **No other template will be accepted and failure to complete Annexure A in full will result in a disqualification.**
- The bidders may not recruit or shall attempt to recruit an employee of the DHA for the purposes of preparation of bid or for the duration or the execution of this contract or any part thereof.
- The DHA may conduct site visits and inspections during the finalization of the award.
- Bidders should place pricing schedule in separate envelope marked as envelope two with the name of the service provider.
- The cleaning material cost will be a pass through cost.
- Service provider(s) must be in possession of the following competency:
  - Experience in provisioning of cleaning service commercial building.
- The successful bidder shall at its own cost maintain public liability insurance for its own staff against accident, injure or death in line with COIDA act 130 of 1993
- In case of an emergency, the service provider is expected to provide an after-hours support to the office as and when required. The service rendered will be invoiced separately after following the internal procurement.

### **Home Affairs Shall:**

- Manage the contract in a professional manner.
- Not accept any responsibility for any damages suffered by the service provider(s) or their staff for the duration of the contract.

- Not be involved in the management of unfair labour practices between service provider(s) and his/her staff that happen during the execution in the project activities.
- Provide storage facility for cleaning equipment and materials where possible.
- If necessary, request the withdrawal of staff member/cleaner if he/she poses a threat to Home Affairs or he/she is found not to be performing his/her duties satisfactory.

**Note:**

National Treasury SCM instruction Note 4A of 2016-2017 Central Supplier Database.

All prospective suppliers interested in pursuing opportunities within South African Government are encouraged to self-register on the Central Supplier Database. ([www.csd.gov.za](http://www.csd.gov.za)).

The CSD report must be attached to the bid document.

### **TENDER DELIVERABLES / OUTPUTS AND TIMEFRAMES**

8. The primary deliverables to be achieved:
- The service provider(s) shall provide quality cleaning services for a period of thirty-six (36) months.
  - General Conditions of the Contract (GCC) as set out by National Treasury shall apply in this bid.
  - The contract shall be managed by Directorate Property and Facilities Management.
  - Service provider(s) shall report to the various respective office Managers.
  - The details of the service provider's contact person must be stated in the proposal on the letter of authority as per paragraph "2.2. a) vii. Letter of Authority" on the tender document under instruction to bidders.
  - Management of the service provider(s) must conduct inspections in buildings and provide a report once a month to Home Affairs.
  - Operational meeting with the Home Affairs must be conducted once a quarter and minutes of such meeting must be kept.
  - The contract is for the duration of thirty-six (36) months.
  - Service provider(s) shall submit invoices on or before the 7th of each month for the service rendered on the previous month.
  - Home affairs will make payment within 30 days of receipt of valid invoice.
  - The successful service providers will submit invoice for equal number of cleaners and supervisor actual deployed in that particular proceeding month.

### **LOGISTICS AND TIMING**

- **Project location(s):**
  - Hallmark Building, BVR, Centre Walk, FSI, Passport Factory, Brits Archives Storage Facility, Rosslyn Records Facility, Heyvries Storage Facility, Tshwane Refugee Centre, Musina Refugee Centre, Durban Refugee Reception Centre, Port Elizabeth Refugee Reception Centre, Cape Town Refugee Reception Centre, Church Square Digitization Facility, DHA Silverton 1 Digitization Facility, DHA Silverton 2 Digitization Facility.

- **The bid proposal must be submitted at the Head Office: Hallmark building, 230 Johannes Ramokhoase Street, Pretoria.**
  
- **Expected commencement date:**
  - The contract will commence after the awarding of the tender, upon the receipt of the signed acceptance letter and signed SBD7.2 from the awarded service provider/s.
  
- **Project period:**
  - The services will be required for a period of thirty-six (36) months from the commencement date.
  
- **Bid proposal**
  - The Service Provider must provide a properly referenced bid proposal in response to this TOR document with clear headings and information required to evaluate the bid against the requirements stipulated in this TOR document. The bid proposal response must indicate the following:
    - ❖ The bidding company's profile
    - ❖ The pricing information as per **Annexure A**.
    - ❖ Where substantiations are required, a certified copy of certification or proof is required to be attached to the bid response.
  - Bid documents may either be submitted through a courier services or hand delivered to the silver tender box situated at the main entrance of the Hallmark Building at the address indicated on SBD 1 form attached on the Home Affairs' tender document. If the bid documents are submitted through a courier services, **it is the responsibility of the bidder to ensure that the documents are inside the silver bid box by the closing time and date.**
  - Bidder(s) are required to submit two (2) original bid proposal response documents as per paragraph 2.10 of the tender document under instruction to bidders:
    - ❖ One (1) original technical bid document;
    - ❖ One (1) original financial bid document and;
    - ❖ One (1) compact disc (CD) or universal serial bus (USB) with PDF content of each bid document by the closing date and time.
  - Each bid response document and CD /USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the bid response document and information in the CD or USB must be clearly labelled.
  
- **Fee structure**
  - All- inclusive costs plus VAT for the period of thirty-six (36) months. The **ANNEXURE A** pricing schedule must be completed in full.
  - **Note: Failure to complete Annexure A in full will result in a disqualification**

**EVALUATION STAGES**

9. The following evaluation process will be followed to evaluate the bids received:

Stage	Description	Applicable for this bid
Stage 1A	Non-compulsory virtual briefing session	Yes
Stage 1B	Initial screening process / compliance with bid requirements	Yes
Stage 2	Pre-qualification criteria evaluation	Yes
Stage 3	Mandatory requirements evaluation	Yes
Stage 4	Functionality requirements evaluation	Yes
Stage 5	Price / Specific goals evaluation	Yes

**Stage 1A: Briefing session**

- Non-compulsory virtual briefing session will be held.

**Stage 1B: Initial screening process/compliance with bid requirements**

- Verification of bidder's compliance with bid requirements.

No.	Compliance Checklist	Yes / No
1.	The bidder is registered on the National Treasury Central Suppliers Database (CSD).	
2.	The bidder is in business (as indicated on CSD).	
3.	The bidder is not a restricted supplier/ or does not have a restricted director(s) (as indicated on CSD).	
4.	The bidder is Tax Compliant (as indicated on CSD) or verified through SARS	
5.	The bidder is not a government employee (as indicated on CSD).	
6.	The bidder completed SBD 1 Form in full together with the letter of authority.	
7.	The bidder completed SBD 4 Form in full and did not reveal any information or past practices that prohibits the supplier from conducting business with the state.	
8.	The bidder completed SBD 6.1 Form in full and must indicate claimed points for each preference point system and attach evidence as per Table 1.	

**Stage 2: Pre-qualification criteria**

- Compliance with pre-qualification requirements. Bidders who fail to meet the pre-qualification requirements will be disqualified.
- Service provider(s) must indicate their compliance with the following pre-qualification requirements as required by the Department and provide proof. Failure to submit proof requested will invalidate the bid.

Pre-qualification Requirement 1	Comply	Do not comply
The bidder must comply with the Compensation for Occupational Injuries and Diseases Act (COIDA). A letter of good standing which indicates under “ <b>Nature of Business</b> ”, for cleaning services or similar.		
<b>EVIDENCE:</b> Proof of valid Letter of good standing with Compensation for Occupational Injuries and Diseases Act (COIDA) issued by the Compensation Fund.		

**Stage 3: Mandatory requirements evaluation**

- Compliance with the mandatory requirements. Prospective bidders who fail to meet the mandatory requirements will be disqualified.
- Only bidders who have complied with the following mandatory requirements will be evaluated for functionality.

Mandatory Requirement 1	Comply	Do not comply
The bidder must have relevant minimum of five (5) years’ experience in the provision of cleaning services.		
<p><b>EVIDENCE:</b> Signed and dated contactable reference letter(s) (on a company letterhead). The said letter <b>must</b> indicate the start and end date of the service. (DD/MM/YY)</p> <ul style="list-style-type: none"> <li>• The reference letter must be from a client where the service was provided.</li> <li>• The bidder must provide a reference letter for the company not for an individual employee.</li> </ul> <p><b>No purchase orders, Award letters, Appointment letters will be accepted.</b></p>		

**Stage 4: Functionality requirements evaluation**

- The will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- The technical proposal will be evaluated out of 100 points with a minimum threshold of 70 points. Bidders that score less than the minimum of 70 points will be disqualified.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel (Bid Evaluation Committee (BEC)) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided. Bidders are required to ensure that all information is supplied as required.

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

Evaluation Criteria				
No	Category	Evidence and Scoring	Weight	Score
1.	Company relevant experience in the provision of commercial cleaning services: <ul style="list-style-type: none"> <li>No relevant information = 0</li> <li>1 Reference letter = 10</li> <li>2 Reference letters= 20</li> <li>3 Reference letters = 30</li> <li>4 Reference letters =40</li> <li>5 Reference letters = 50</li> </ul>	Contactable reference letter(s) (on a company letter head) indicating acceptable/satisfactory level of performance.	50	
2.	Company relevant commercial square meters cleaned: <ul style="list-style-type: none"> <li>0 - 9999 or no information = 0</li> <li>10000-19999 =10</li> <li>20000-29999=20</li> <li>30000 - 39000=30</li> <li>40000 - 49999= 40</li> <li>50000 and above = 50</li> </ul>	Contactable reference letter(s) (on a company letter head). The said letter must indicate the square meters cleaned).	50	
<b>TOTAL</b>			<b>100</b>	

### Stage 5: Price and Specific goals

- Bids will then be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate an 80/20 preference point system is applicable and will be calculated with a rand value up to R50 million (all applicable taxes included).
- A valid SANAS B-BBEE Status Level Verification certificate or a B-BBEE certificate issued by the Companies and Intellectual Property Commission, with the exception of EME's and QSE's who are required to submit sworn affidavit in terms of Code of Good Practice. The sworn affidavit must be signed by the EME representative and attested by a Commissioner of oath.

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- As bids are only invited for requirements with a rand value up to R50 000 000.00, the 80/20 system shall be applicable and will be calculated as follows:

SN	COMPONENT	POINTS
1.	<b>Price</b>	80
2.	<b>Preferential points:</b> Specific goals	20
<b>TOTAL:</b>		<b>100</b>

### Specific goals

**Note to tenderers:** The tenderer **must** indicate how they claim points for each preference point system

Specific goals allocated points in terms of this tender	Allocated Preference points	Evidence
<p>The company owned / director/s / shareholders by people who are Black.</p> <ul style="list-style-type: none"> <li>100% company owned by people who are Black = <b>7 points</b></li> <li>≥51% and &lt;100% company owned by people who are Black = <b>5 points</b></li> <li>&gt;0% and &lt;51% company owned by people who are Black = <b>2 points</b></li> <li>0% company owned by people who are Black = <b>0 points</b></li> </ul>	7	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status.</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> <li>Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC).</li> <li>Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.</li> </ul>
<p>The company owned / director/s / shareholders by people who are Women.</p> <ul style="list-style-type: none"> <li>100% company owned by people who are Women = <b>10 points</b></li> <li>≥51% and &lt;100% company owned by people who are Women = <b>7 points</b></li> <li>&gt;0% and &lt;51% company owned by people who are Women = <b>2 points</b></li> </ul>	10	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status.</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> <li>Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC).</li> </ul>

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Specific goals allocated points in terms of this tender	Allocated Preference points	Evidence
<ul style="list-style-type: none"> <li>• 0% company owned by people who are Women = <b>0 points</b></li> </ul>		<ul style="list-style-type: none"> <li>• Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.</li> </ul>
<p>The company owned / director/s / shareholders by people who are Disabled.</p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Disabled = <b>3 points</b></li> <li>• ≥51% and &lt;100% company owned by people who are Disabled = <b>2 points</b></li> <li>• &gt;0% and &lt;51% company owned by people who are Disabled = <b>1 points</b></li> <li>• 0% company owned by people who are Disabled = <b>0 points</b></li> </ul>	3	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status.</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> <li>• Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC).</li> <li>• Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.</li> </ul>

**\*NB: Points will be allocated based on % ownership to the Company (main tendering entity). Please attach proof/ required documents.**

### **ANNEXURE A (Pricing schedule)**

- **The Bidder must remunerate its employees in line with Sectorial wage determination and make provision for leave, bonuses and other employment benefits.**
- The total price must be for the provision of cleaning services and must include Labour cost, cleaning material, consumables, cleaning equipment, mark up, provision for CPI increases and any other relevant costs for the 36 months' period. **The only adjustment that will allowed be on the hourly rates for the workers as per the Sectoral Determination 1: Contract Cleaning Sector.**
- The **ANNEXURE A** pricing schedule must be completed in full for each building that the service provider is bidding for.
- **The total vat inclusive bid price to be indicated in the SBD3.3 form.** The price offer must be for the three years' period and must include all cost drivers in arriving to the total vat inclusive price.
- **Please note that the number of cleaners, supervisors and the estimated quantities will change from time to time when necessary.**
- **The successful service provider(s) will submit invoice for equal number of cleaners and supervisor actually deployed in that particular proceeding month. The Department will deduct money from the service provider if failed to make provision for the absent staff member. It is the service provider's responsibility to make provision for replacing cleaners that cannot come to work.**

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**ANNEXURE A PRICING SCHEDULE (ALL PRICING INCLUSIVE OF VAT) THE PRICE COMPARISON FOR THE AWARD WILL BE BASED ON THE UNIT PRICE (COST PER CLEANER/SUPERVISOR UNIT PRICE**

**(B)**

*Below is an illustration / example on how the calculations should be computed.*

0		NUMBER REQUIRED (A)	COST PER CLEANER/SUPERVISOR UNIT PRICE (B)	TOTAL PER MONTH (C) (A X B=C)	TOTAL PER ANNUM (D) (C X 12=D)
	<b>ILLUSTRATION (EXAMPLE)</b>				
	Cleaners	21	R1000.00	R21 000.00	R252 000.00
	Supervisor	1	R2000.00	R2000.00	R24 000.00
	<b>Subtotal Inclusive of VAT</b>				

No	OFFICE	NUMBER REQUIRED (A)	COST PER CLEANER/SUPERVISOR UNIT PRICE (B)	TOTAL PER MONTH (c) (AXB=C)	TOTAL PER ANNUM (D) (CX12=D)
1	<b>HALLMARK BUILDING</b>				
	Cleaners	21	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
2	<b>BVR</b>				
	Cleaners	23	R	R	R
	Supervisor	1	R	R	R

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No	OFFICE	NUMBER REQUIRED (A)	COST PER CLEANER/SUPERVISOR UNIT PRICE (B)	TOTAL PER MONTH (c) (AXB=C)	TOTAL PER ANNUM (D) (CX12=D)
<b>Subtotal Inclusive of VAT</b>					
3	<b>Centre Walk</b>				
	Cleaners	1	R	R	R
	Supervisor	0	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
4	<b>FSI Building</b>				
	Cleaners	2	R	R	R
	Supervisor	0	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
5	<b>Passport Factory</b>				
	Cleaners	1	R	R	R
	Supervisor	0	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
6	<b>Brits Archives Storage Facility</b>				
	Cleaners	14	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				

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No	OFFICE	NUMBER REQUIRED (A)	COST PER CLEANER/SUPERVISOR UNIT PRICE (B)	TOTAL PER MONTH (c) (AXB=C)	TOTAL PER ANNUM (D) (CX12=D)
7	<b>Roslyn Records Storage Facility</b>				
	Cleaners	12	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
8	<b>Heyvries Records Storage Facility</b>				
	Cleaners	2	R		
	Supervisor	0	R		
	<b>Subtotal Inclusive of VAT</b>				
9	<b>Cape Town Refugee Reception Centre</b>				
	Cleaners	9	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
10	<b>Tshwane Refugee Reception Centre</b>				
	Cleaners	20	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				

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No	OFFICE	NUMBER REQUIRED (A)	COST PER CLEANER/SUPERVISOR UNIT PRICE (B)	TOTAL PER MONTH (c) (AXB=C)	TOTAL PER ANNUM (D) (CX12=D)
11	<b>Musina Refugee Reception Centre</b>				
	Cleaners	4	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
12	<b>Port Elizabeth Refugee Reception Centre</b>				
	Cleaners	4	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
13	<b>Durban Refugee Reception Centre</b>				
	Cleaners	4	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
14	<b>DHA Silverton 1 Digitisation Facility</b>				
	Cleaners	8	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
15	<b>DHA Silverton 2 Digitisation Facility</b>				

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No	OFFICE	NUMBER REQUIRED (A)	COST PER CLEANER/SUPERVISOR UNIT PRICE (B)	TOTAL PER MONTH (c) (AXB=C)	TOTAL PER ANNUM (D) (CX12=D)
	Cleaners	14	R	R	R
	Supervisor	0	R	R	R
	<b>Subtotal Inclusive of VAT</b>				
16	<b>DHA Church Square Digitization Facility</b>				
	Cleaners	16	R	R	R
	Supervisor	1	R	R	R
	<b>Subtotal Inclusive of VAT</b>				

The below cleaning materials will be used for comparison purposes only. Bidders must not add cleaning material amount with grant total of Annexure A and SBD 3.3.

NO	(B) MATERIALS	UNIT OF MEASURE	COST PER ITEM
1	Bleach Thick	5 Litre	R
2	Deo block	5 Litre Bucket	R
3	Dish washing liquid soap	5 Litre	R
4	Glass or mirror cleaning material e.g. Progen or equivalent	5 Litre	R
5	Disinfectant cleaner freshener 3 in 1 - multi guard or equivalent	5 Litre	R
6	Floor stripper	5 Litre	R
7	Furniture oil polish (non- sticky)	300ml Bottle	R
8	Furniture cream polish	300ml in a pack of 100	R
9	Furniture spray polish	5 Litre	R
10	Liquid floor polish	5 Litre	R
11	Liquid hand soap	5 Litre	R
12	Multipurpose cleaning cream detergent	5 Litre	R
13	Pine Gel	Pack of 100	R
14	Refuse bag (heavy duty)	Pack of 100	R
15	Clear plastic /refuse bags (large) 20 per pack	10 Packs	R
16	SHE bin plastic bags - Bin Liners (small)	10 Packs	R
17	SHE bin plastic /refuse bags liners	75mL	R
18	Toilet air freshener	5 Litre	R
19	Toilet bowel cleaning detergent	500ml	R
20	Toilet seat sanitising detergent	5 Litre	R
21	Cleaning sponge scorers	5 cm Per pack of 30	R
22	Dust Masks	20 Per box	R
23	Carpet cleaning detergent	1 Litre	R
24	Fiber Cloth	10 Per pack	R
25	Dish Cloths - Small	10 Per pack	R
26	Dish Cloth - Big	10 Per pack	R

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NO	(C) EQUIPMENT	UNIT OF MEASURE	COST PER ITEM
1	Vacuum cleaners	1	R
2	Brooms	1	R
3	Mops	1	R
4	Buckets	1	R
5	Toilet Brushes	1	R
6	Scrubbing Brushes	1	R
7	Dust pans	1	R
8	SABS approved Ladder (4m)	1	R
9	SABS Approved Ladder (2m)	1	R
10	Industrial carpet washer (permanently on site)	1	R
11	Industrial wet and dry vacuum	1	R
12	Extension cord per floor	1	R

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**(C) Sub-Total Equipment      R**

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**Grand- Total (A+B+C)      R**

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### **FINAL PRICE FOR COMPARISON**

ITEM	COST PER MONTH (VAT INCLUSIVE)	COST PER ANNUM
Total cost of <b>155</b> cleaners	R	R
Total cost of <b>11</b> supervisor	R	R
Other (Mark up, VAT, Equipment, PPE etc.)	R	R
Total Price (indicate on SBD 3.3)	R	R

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....	BID NO: DHA13-2024
CLOSING TIME 11:00	CLOSING DATE: 29 NOVEMBER 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION ** (ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. Period required for commencement with project after acceptance of bid .....
4. Estimated man-days for completion of project .....
5. Are the rates quoted firm for the full period of contract? **Only firm prices will be accepted.**



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:

.....  
.....

**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 consortium<sup>2</sup> 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 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

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<sup>2</sup> 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.

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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**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **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:

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

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

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.

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

**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	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p>The company owned / director/s / shareholders by people who are Black.</p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Black = <b>7 points</b></li> <li>• ≥51% and &lt;100% company owned by people who are Black = <b>5 points</b></li> <li>• &gt;0% and &lt;51% company owned by people who are Black = <b>2 points</b></li> <li>• 0% company owned by people who are Black = <b>0 points</b></li> </ul>	7	<p>Proof of claim as declared on SBD 6.1 in verifying the tenderer's status</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> <li>• Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC).</li> <li>• Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.</li> </ul>	
<p>The company owned / director/s / shareholders by people who are Women.</p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Women = <b>10 points</b></li> <li>• ≥51% and &lt;100% company owned by people who are Women = <b>7 points</b></li> <li>• &gt;0% and &lt;51% company owned by people who are Women = <b>2 points</b></li> <li>• 0% company owned by people who are Women = <b>0 points</b></li> </ul>	10	<p>proof of claim as declared on SBD 6.1 in verifying the tenderer's status</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> <li>• Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC).</li> <li>• Sworn Affidavit or valid B-BBEE</li> </ul>	

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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)	Evidence	Number of points claimed (80/20 system) (To be completed by the tenderer)
		Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.	
<p>The company owned / director/s / shareholders by people who are Disabled.</p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Disabled = <b>3 points</b></li> <li>• ≥51% and &lt;100% company owned by people who are Disabled = <b>2 points</b></li> <li>• &gt;0% and &lt;51% company owned by people who are Disabled = <b>1 points</b></li> <li>• 0% company owned by people who are Disabled = <b>0 points</b></li> </ul>	3	<p>proof of claim as declared on SBD 6.1 in verifying the tenderer's status</p> <p>The following must be submitted as proof of claim as declared on SBD 6.1 for the specific goals:</p> <ul style="list-style-type: none"> <li>• Company Registration Certification as issued by the Companies and Intellectual Property Commission (CIPC).</li> <li>• Sworn Affidavit or valid B-BBEE Certificate or Consolidated B-BBEE certificate for Consortium, Joint Venture, or Trust.</li> </ul>	

### 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.

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**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
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