



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



**LIMPOPO COMMUNITY EDUCATION AND TRAINING COLLEGE (LCETC) IN
COLLABORATION WITH THE PURCHASING CONSORTIUM SOUTHERN AFRICA
(PURCOSA)**

**INVITE POTENTIAL BIDDERS FOR THE PROVISION OF CLEANING SERVICES FOR
THIRTY-SIX (36) MONTHS**

TENDER NO: PU7611/049

CLOSING DATE: 14 SEPTEMBER 2023 at 11h00

Prospective Suppliers, interested in participating in the above-mentioned tender are encouraged to submit their proposal in full compliance to the requirement of this tender document. The Suppliers must submit the signed completed and binded tender document with all attachments in a clearly labelled and sealed envelope together with one USB in the Tender box at the below mentioned address:

**PURCO SA, ROSEN OFFICE PARK, 8 INVICTA ROAD, ERAND GARDENS, MIDRAND,
1682**

Tender number	PU7611/049
Date issued	23 August 2023
Tender closing date	14 September 2023 Time 11h00 Purco SA, Rosen Office Park, 8 Invicta Road, Erand Gardens, Midrand, 1682
Compulsory Information Session	30 August 2023 Time 11:00-12:00 Unit 5,CJC Building,2 Biccard Street, Polokwane

Company Name	
Address	
Contact person	Mr/Mrs/Ms/Dr/Prof.
Contact numbers	(w) (cell)
Email address	

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1. INTRODUCTION

1.1 OVERVIEW

1.1.1 WHO IS PURCO SA?

PURCO SA – Purchasing Consortium Southern Africa - is a group purchasing organization for Higher Education with a Membership consisting of all 26 South African public universities, the University of Namibia, Namibia University of Science and Technology. In addition, there are 17 associates Members such as CSIR, NRF, K-RITH, SABS, MINTEK, CAPRISA, UMALUSI, ECSA, QTCO, IIE, PE TVET College, Northlink TVET College, Tshwane North College, and Milpark Education, totaling a membership of 64.

PURCO SA is committed to saving our Members time and money through professional and focused collaborative procurement, whilst strengthening partnership with all stakeholders in the Higher Education Sector in Southern Africa.

1.1.2 WHAT DOES LCETC AIM TO DO?

LCETC intends to significantly reduce the Total Costs, while maintaining or improving the quality of the service. LCETC will pursue its goal through consolidating the volume of the services procured.

1.1.3 WHAT IS LCETC LOOKING FOR?

This initiative is intended to identify suppliers of the services (“Suppliers”) that can best service LCETC’s requirements for the services. Through this process LCETC wishes to establish a new level of cost transparency with its Suppliers in order to facilitate long-term cost control. Invoice price is critically important to us together with the following factors:

- a) Transparency of cost of services;
- b) Minimization and reduction of “Total Costs” (as that term is defined in section 1.3.3 below);
- c) Capability of Suppliers in meeting LCETC’s requirements;
- d) Suppliers’ commitment to LCETC’s needs; and
- e) Black Economic Empowerment
- f) Services means “services” and “goods and services”

1.1.4 SUMMARY OF KEY MATTERS FOR CONSIDERATION BY POTENTIAL SUPPLIERS

Key matters for consideration by Suppliers include:

- a) This process will afford Suppliers the opportunity to acquire and /or increase their level of business with LCETC;
- b) Senior Management in LCETC are directing this assessment;
- c) A cross-functional team has been formed to facilitate this assessment and is empowered to make decisions in the best interests of LCETC;
- d) LCETC is prepared to significantly alter current purchasing patterns of the services in order to take advantage of opportunities and achieve benefits for the whole Membership;
- e) Time is limited in the final Suppliers selection process;
- f) LCETC’s objective is to reduce costs initially and then to achieve further on-going reductions in Total Costs. LCETC is expecting to identify Suppliers that can meet its need at an extremely competitive cost;
- g) The evaluation of potential Suppliers will also include important non-cost considerations, such as quality, service, implementation ability and other factors;
- h) This sourcing program must not disadvantage any operation at any site operated or managed by that relevant Member; and
- i) Prospective Suppliers’ are requested to submit their best price at this time, as only competitive Suppliers will be invited for further discussions.

1.2 PURPOSE AND OBJECTIVE OF THE RFP

1.2.1 PURPOSE

The purpose of this RFP is to collect pricing and general information on your business as part of our program to determine the Supplier or Suppliers most capable of supplying these services to LCETC. LCETC's objective is to identify opportunities to significantly reduce purchase costs and to improve the value added from all Suppliers of this service.

1.2.2 HOW AGREEMENT IS TO BE FORMED

Responses to this RFP will form the basis for any agreements reached and such responses will represent a firm offer by the Supplier to agree to supply these services to LCETC as detailed in the pricing table proposed (see Appendix B1).

1.3 EVALUATION CRITERIA

1.3.1 OBJECTIVE

LCETC's objective is to procure the services at competitive prices, acceptable quality and on-time delivery. Suppliers selected to participate with LCETC to meet this objective can anticipate an on-going commercial relationship.

1.3.2 TOTAL COST

"Total Costs" will be an important parameter for Supplier assessment. "Total Costs" is defined as follows:

"Total Costs" means the sum of all direct and indirect costs associated with the purchase of the services incurred by LCETC, including but not limited to the invoice price, services life, service maintenance costs, distribution costs, transaction costs, inventory costs, purchasing administration costs and other costs incurred with the use of these services provided by the Supplier."

Suppliers can reduce Total Costs through one or more of the following approaches:

- a) Lowering prices for the services;
- b) Lowering logistic costs;
- c) Increasing value from service and support; and/or
- d) Offering superior service performance.

Suppliers are expected to provide highly competitive pricing - pricing reserved for their largest and most important account - both at the outset of the relationship and on an on-going basis. LCETC expects to work with Supplier(s) to continuously identify opportunities to reduce Total Costs.

1.3.3 COST TRANSPARENCY

LCETC desires to achieve clarity on the costs of all aspects of the supply of the services. The details requested in this RFP are intended to deliver the required level of transparency. Any gaps in Supplier responses will be interpreted as an unwillingness to participate with LCETC in the desired relationship and will seriously disadvantage the Supplier.

1.3.4 SUPPLIER CAPABILITY

LCETC will make an assessment of Supplier capability on the basis of LCETC's experience and information provided by Suppliers in response to this RFP.

1.3.5 ADDITIONAL INITIATIVES

Suppliers are encouraged to be creative and develop suggestions to enhance Supplier relationships, quality, and service levels that will be cost effective for LCETC. These suggestions may lead LCETC to promote options for new services.

1.3.6 EMPOWERMENT

LCETC is serious in its commitment to the previously disadvantaged groups and will expect selected Suppliers to demonstrate that they share that commitment. Accordingly, a B-BBEE Certificate in terms of the Codes of Good Practice issued by an accredited rating agency must be submitted.

2. GUIDELINES FOR SUBMISSION OF PROPOSAL (“RFP”)

2.1 PROPOSAL TERMS

LCETC is inviting your company to submit a Proposal for the supply services.

LCETC intends to move quickly to award business, hence Suppliers are encouraged to provide their best offer under the Proposal.

2.1.1 ACCEPTANCE OF PROPOSAL AT LCETC’S DISCRETION

LCETC reserves the right, exercisable at its sole discretion, to review, evaluate and dispose of any offer as it sees fit. Nothing stated in this RFP (whether express or implied) binds or obligates LCETC, or any other member of LCETC to accept the lowest of any price contained in a Proposal or to accept any offer. Suppliers or their representatives can expect to discuss the details of their Proposal during the evaluation process. LCETC reserves the right to negotiate specific terms with the preferred Suppliers prior to the award of a final contract (if any).

2.1.2 CONFORMANCE

All Proposals must conform to each of the requirements set out in this RFP. Non-conforming Proposals may not be considered. As well as providing a conforming Proposal, Suppliers may also submit additional or alternative information for further consideration where they believe that this is in the best interests of LCETC.

2.1.3 COVERAGE

While LCETC does not require Suppliers to tender on all aspects of this RFP, the broader the range of services quoted on, the greater Supplier’s chance of success.

2.1.4 REQUIREMENTS FOR ADDITIONAL INFORMATION

LCETC may require a Supplier to provide additional information to allow further consideration of the Supplier’s Proposal.

2.1.5 COSTS

LCETC is not responsible for any costs (whether direct or indirect) incurred by a Supplier in preparing and/or submitting a Proposal or otherwise responding to this RFP or in any subsequent discussions or negotiations. All parties and participants must bear their own costs.

2.1.6 SUBMISSION VALIDITY

Each Proposal submitted by a Supplier must remain valid for a period of 120 days from the required date of submission.

2.1.7 SUPPLIER’S ACCEPTANCE OF TERMS & CONDITIONS

Each Supplier submitting a Proposal agrees to do so on the terms and conditions set out in this RFP. Suppliers who submit responses to this RFP will be deemed to have accepted, and willfully comply with, all of those terms and conditions.

LCETC reserves the right to subject any bidder for forensic investigation before or after award.

The Proposal must be signed by a person fully authorized to commit the Supplier to the terms and conditions set out in this RFP. LCETC is entitled to assume that there is full authority in the signatory of the person.

2.2 PRICING TRANSPARENCY

LCETC wishes to establish an increased level of cost transparency with the chosen Supplier. The level of transparency will be taken as an indication of each Supplier's willingness to participate with LCETC in a transparent relationship.

Latest gazetted labour rates will be used to evaluate Price and B-BBEE.

2.3 MONTHLY SALES REPORT

The Supplier shall submit a written report on each individual purchase order received from the Members to PURCO SA by the 10th working day of each month of the contract period. The total sales (meaning total invoice value relating to the supply of goods and service including any ad hoc supply of goods and/ or services or otherwise (whether contracted or non-contracted) supplied to the Member for the month shall be recorded into the monthly sales report. Any discrepancies between the Suppliers' monthly report and the Members' monthly report for the supply of goods within the scope of this Agreement shall be brought to the attention of the Supplier. The Supplier shall within seven (7) working days investigate the variance and report in writing to PURCO SA the reasons thereof. Should the Supplier have under reported, the Supplier should be required to retrospectively update the monthly sales report accordingly. PURCO SA shall use the updated sales report for the purposes of invoicing the service fee.

2.4 SERVICE FEE

The Supplier must provide for a 2% service fee calculated on the total value of each invoice issued by the Supplier for or otherwise relating to supply of goods and/ or performance of the services to the Member (including any additional/ ad hoc goods supplied or services rendered), payable to PURCO SA on submission of relevant invoice to the Member. The selected Supplier is required to send a copy of monthly invoice and statement to both PURCO SA and the Member. Upon receipt of the monthly sales report from the Supplier, PURCO SA shall invoice the Supplier a minimum of 2% service fee based on the Rand value of the total monthly sales which is payable to PURCO SA within 30 days of date of statement.

2.5 PURCO SA REPRESENTATIVE

All contact and questions with regard to this RFP must be made through the PURCO SA representative. Discussion with other parties within or associated with PURCO SA may result in disqualification from this process.

For the purpose of the RFP, the PURCO SA representative ("PURCO SA Representative") is:

Contact Person	
Name & Surname	Sipho Ndlovu
Telephone number	011 545 0974
E-mail address	sipho.ndlovu@purcosa.co.za

2.6 QUESTIONS AND CLARIFICATIONS

All questions regarding this RFP must be directed to the PURCO SA Representative by email. Questions must not be submitted by telephone. PURCO SA will accept written questions regarding this RFP up to **08 September 2023 at 16h00**.

Answers to all questions will be e-mailed to all Suppliers who have been provided with this RFP.

All questions must include:

- a) the Supplier's name and address;
- b) a reference to the specific section and page number of the RFP; and
- c) the contact name, telephone number and e-mail address

RFP Schedule of Dates

Date	Action
23 August 2023	RFP released to potential Suppliers
30 August 2023	Information Session at 11h00-12h00
18 August 2023	Last Day for submission of questions and clarification
14 September 2023	Submission of Proposal by 11h00
TBA	Proposed Contract Implementation

2.7 RFP FORMAT

All Supplier responses must follow the prescribed format. Refer to “Delivery Instructions” below. Failure to do so may result in disqualification from this RFP/Proposal process

2.8 DELIVERY INSTRUCTIONS

All Suppliers must submit their responses in the following format:

- ***One signed hard copy in a sealed envelope together with one (1) USB memory devices, containing the appendixes in the following order:***

Appendix Number	Description of Appendix	Requirement
Appendix A	RFP Document	Submission of a completed and signed Form of Offer and Acceptance
Appendix A1	Payfast Proof of Payment	Attach Payfast Payment Confirmation
Appendix B and B1	Technical specifications and pricing	Pricing according to the technical specification
Appendix C	Proof of Bank Account	Signed letter from the Bank (not older than 3 Months)
Appendix D	Company registration documents	Supply Company registration documents
Appendix E	Tax PIN	PIN Status certificate
Appendix F	BBBEE certification	A valid BBBEE certificate / An original Sworn-In Affidavit
Appendix G	Fully signed SBD Forms	SBD 4 SBD 6.2 SBD 8 SBD 9
Appendix H	Declaration of Interest	Please sign point 9 of this tender document
Appendix I	CSD	Supply proof of registration with the National Treasury

The response deadline is **14 September 2023 at 11h00**. Only responses to this RFP received by due date and time will be considered. No exceptions will be considered.

2.9 ADDITIONAL SUPPLIER INFORMATION

LCETC may request additional data, discussions or presentations in support of responses to this RFP. Additionally, LCETC may conduct a survey of any Supplier under consideration to confirm or clarify any information provided (including pricing) or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits to current customers served by the Supplier.

2.10 ACKNOWLEDGMENTS AND DISCLAIMERS

2.10.1 NON-BINDING

This RFP and any Proposals are not legally binding on LCETC.

None of LCETC, nor any person purporting to act on behalf of LCETC, or any other Member of LCETC makes any representations or provide any undertakings to Suppliers other than to invite Suppliers to submit Proposals. LCETC intends to use the RFP/Proposal framework as the basis for negotiations with Suppliers. LCETC reserves the right to alter that framework at its discretion at any point prior to or during the RFP/Proposal process.

2.10.2 ACCURACY OF INFORMATION

LCETC has endeavored to provide correct information in this RFP. However, the onus is on Suppliers to satisfy themselves as to the accuracy, completeness and sufficiency of any information provided to them by LCETC, or any person purporting to act on behalf of LCETC.

2.10.3 NEGOTIATIONS

On receipt of Proposals from Suppliers, LCETC proposes to evaluate those responses based on the requirements of LCETC. Negotiations will be conducted with a reduced number of selected Suppliers which may lead to one or more contracts for the supply of part or all of the services.

LCETC reserves the right to vary, at its sole discretion, this negotiation plan at any time and does not make any undertakings in relation to entering into any contracts for the supply of services.

2.10.4 LCETC'S USE OF INFORMATION

In lodging a Proposal, a Supplier will be deemed to have granted LCETC a non-exclusive right to use any information in the Proposal as LCETC sees fit, including, without limitation, for operations purposes and future discussions with Suppliers. LCETC will also acquire a non-exclusive right to use any processes, sketches, calculations, drawings, computer programs or other data or information submitted with, or included in, a Proposal.

Each Supplier which submits a Proposal agrees to indemnify LCETC, and every other associate of LCETC against third party claims arising out of any use of any proprietary information submitted with, or included in, the Proposal by LCETC, and its or their respective directors, officers, agents, employees, advisers or consultants.

2.10.5 INFORMATION PROVIDED BY LCETC

Copyright in this RFP is reserved exclusively to LCETC.

Any information which LCETC provides in this RFP or otherwise ("Information") is provided in confidence and for use solely by the Supplier in the preparation of its Proposal. The Supplier must not disclose it to any third party without LCETC's prior approval in writing. Any further information that LCETC provides to the Supplier from time to time will be made available on the same terms and conditions as apply under this RFP.

2.10.6 SUPPLIER'S ACKNOWLEDGMENTS

In submitting a Proposal, the Supplier acknowledges and agrees that:

- a) The Information has been independently verified and LCETC, all other Associates of LCETC and its and their respective directors, officers, advisers, employees and agents, are not under any liability, whether arising from negligence or otherwise, for any representation contained in it or any omission from it or for any error, inaccuracy, incompleteness or other defect in the Information it contains.
- b) This Proposal contains representations and other statements concerning requirements for the supply of the services. No representation, statement or warranty, express or implied, is made by LCETC, any other Associate of LCETC or its and their respective directors, officers, advisers, employees or agents that any statement, estimate or evaluation contained in it will prove correct. The Supplier relies solely on its own investigations and inquiries in respect of LCETC's requirements for the services and the accuracy of the Information.
- c) Without limitation to the above, none of LCETC, or any other Associate of LCETC, nor any person purporting to act on behalf of LCETC, or any other Associate of LCETC, will be liable in any way for any losses or liabilities incurred by a Supplier or any other person (including, without limitation, damages, costs, loss of profits or consequential or indirect losses) arising from any cause whatsoever including, without limitation, any error, inaccuracy, incompleteness or other defect in the Information.
- d) The Supplier also acknowledges that LCETC, without liability or recourse, may at any time without notice:
- e) Enter into and conclude negotiations with any other Supplier for the supply of part or all of LCETC's requirements of the services;
- f) Terminate the RFP/Proposal process in respect of any or all of LCETC's requirements;
- g) Terminate discussions or negotiations with the Supplier or otherwise terminate the Supplier's further participation in the RFP/Proposal process;
- h) Reject any Proposal submitted by the Supplier; and/or
- i) Depart from or modify the proposed framework and/or any other procedures in relation to the RFP/Proposal process.
- j) If the Supplier decides not to submit a Proposal, or at any time discontinues for any reason (including as a result of any action of LCETC) its participation in this RFP process or subsequent discussions or negotiations, the Supplier must promptly return this RFP (and destroy any copies which it has made) to LCETC together with any other documents or other material relating to the service procurement that contains, embodies or might reveal Information.

2.10.7 PUBLIC ANNOUNCEMENTS

Neither the potential Supplier nor LCETC will make any public announcements or disclosures as to the RFP, any Proposal or the RFP process or otherwise in relation to the subject matter of any potential contract, without the prior written consent of the other party (except as required by any applicable law or regulatory requirement). In this regard, no media release or public announcement will be made in relation to any resulting contract, should such be executed, without the written approval of both parties as to the wording of such release and the manner or publication of such release.

3. SUPPLIER CAPABILITY

3.1 SECURITY OF SUPPLY

The services are critical to on-going operations and therefore security of supply is a major requirement for LCETC.

4. PROPOSED PRICING

4.1 INTRODUCTION

While LCETC require Suppliers to tender on the full range services or for all sites included in this RFP, the broader the range of services quoted on, the higher a Supplier's chance of success. Please be aware that this RFP provides all participants the opportunity to increase current business and/or acquire new business with LCETC and its Members.

LCETC expects Suppliers to respond fully to the requested level of detail. This detail will contribute towards the transparent cost structure being pursued by LCETC.

4.2 PRICING TABLE – INSTRUCTIONS – PRICE AS PER DESIRED LAYOUT

The responses must remain in the format outlined in the instructions of Appendix B, which contain the technical and pricing information.

Please note that all the prices reflected in Appendix B1 shall be:

- a) Inclusive of Value Added Tax (which shall be payable by the Member subject to the receipt of a VAT invoice); and
- b) Inclusive of all associated costs and taxes, including insurance, charges for packaging, shipping, carriage, delivery to the premises, handling fees, toll fees, permits, all duties, licenses and other related charges payable in respect of the service from time to time.

4.3 PRICING TABLE, SPECIFICATION AND ESTIMATED VOLUME/ QUANTITY

LCETC has included specification and estimated volumes/quantity (Appendix B where applicable) as a guideline to assist suppliers in pricing. Separate detailed pricing schedule and/ or bill of quantities may be attached. The volume is an estimate and should not be interpreted as a guarantee in any way.

4.4 DOUBLE COUNTING

In order to assess your prices fairly (and prevent "double counting") do not include costs which are explicitly asked for in other columns or spread sheets.

5. PRICING

Tenderers are required to submit a price proposal as stipulated in the Appendix B1.

5.1 PAYMENT TERMS

Payment terms are within 30 days from date of statement.

5.2 CONTRACT LENGTH

Thirty-six (36) months.

Type of Contract:

LCETC requires a **full-risk contract** arrangement. Application for a price increase will only be considered if submitted with written proof that it is due to circumstances beyond the control of the supplier.

6. REQUIRED PROPOSAL LAYOUT

In order to facilitate a structured evaluation of the submissions resulting from this RFP, LCETC requires each supplier to conform to a specific proposal layout. Deviation from this required document structure may result in disqualification.

6.1 GENERAL NOTES:

- a) A cover page per Appendix is included in this document and Supplier must ensure that these cover pages are used in their submissions.
- b) Each Appendix cover will contain a list of the required information and / or documents that need to be included in that section. The list has a check box for the supplier to indicate that the information requested has been included.

- c) Each Appendix cover page is to be signed by the duly authorized representative of the Supplier.
- d)

7. TECHNICAL SPECIFICATION

LCETC has included specification and estimate volumes / quantity (Appendix B and B1) to assist suppliers in pricing. Refer to Appendix B and B1 for instructions.

8. EVALUATION PROCESS

8.1 AIM OF EVALUATION

To ensure that all proposals received are afforded the opportunity to compete equally and enable LCETC a chance to evaluate the tender received in fair and unbiased manner, as per pre – described process of evaluating proposals.

8.2 EVALUATION CRITERIA

The evaluation criteria as set out hereunder will assist LCETC to ensure conformity to all tender requirements. LCETC's evaluation team shall use the evaluation criteria, weights, applicable values and / or minimum qualifying score for functionality as indicated in the tender document. The evaluation criteria can be discussed and clarified with all attendees at the compulsory information session, where applicable, as an aid to prepare for such evaluation.

The set evaluation criteria shall be used as a guideline, but not limited to the following process:

8.2.1 PRE-QUALIFICATION/MANDATORY INFORMATION REQUIREMENT

The Pre-qualification/Mandatory Information Requirement phase validates the tenderers' compliance to the legal requirements to conduct business in SA, as well as to specific industry requirement for the supply of services where applicable.

Please see table below for the list of mandatory requirements and tick yes if documentation is submitted and no if not submitted.

Appendix Number	Description of Appendix	Requirement	Circle yes if submitted	
Appendix A	RFP Document	Submission of a completed and signed Form of Offer and Acceptance	Yes	No
Appendix A1	Payfast Proof of Payment	Attach Payfast Payment Confirmation	Yes	No
Appendix B and B1	Technical specifications and pricing	Pricing according to the technical specification	Yes	No
Appendix C	Proof of Bank Account	Signed letter from the Bank (not older than 3 Months)	Yes	No
Appendix D	Company registration documents	Supply Company registration documents	Yes	No
Appendix E	Tax PIN	PIN Status certificate	Yes	No
Appendix F	BBBEE certification	A valid BBBEE certificate / An original Sworn-In Affidavit	Yes	No
Appendix G	Fully signed SBD Forms	SBD 4 SBD 6.2 SBD 8 SBD 9	Yes	No
Appendix H	Declaration of Interest	Please sign point 9 of this tender document	Yes	No
Appendix I	CSD	Supply proof of registration with the National Treasury	Yes	No

NB: No points will be allocated to this phase; however, tenders that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.

8.2.2 STAGE 1: EVALUATION OF FUNCTIONALITY

Tenderers need to obtain a minimum percentage score of 70% and above to progress to the next stage of evaluation.

All proposals will be evaluated on the following criteria indicated below.

Step 1: References table.

FUNCTIONALITY CRITERIA		POINTS ALLOCATED
Provide three (3) contactable reference letters for the past one (1) year: 3 References verified 2 References verified 1 Reference verified No evidence provided	= 30 Points = 20 Points = 10 Points = 0 Points	30
Company profile Provided Not Provided	= 10 Points = 0 Points	10
Company offices in the Polokwane (submit proof of municipality rates, lease agreement) Bidders address in Polokwane Bidders address in Limpopo Bidders address outside Limpopo No proof provided	= 15 Points = 10 Points = 05 Points = 00 Points	15
Submit proposal of how staff will be trained before commencement of contract Submitted Not submitted	= 10 Points = 0 Points	10
CV of Supervisor/Manager – College Contact CV provided CV not provided	= 10 Points = 00 Points	10
Submit list of equipment/staff (organogram) compliment for such a Contract Submitted Not submitted	= 15 Points = 00 Points	15
Recent Annual Financial Statement Submitted Not submitted	= 10 Points = 00 Points	10
Total Points		100

8.2.3 STEP 1: REFERENCES TABLE

The references must be for a minimum of two (2) years and more for contracts of a similar size or more with a proven track record of similar projects.

Kindly complete the table below for references.

FUNCTIONALITY CRITERIA

REFERENCE ONE (1)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

Reference Company One (1) Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
Contract Details			
1	Contract Value		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
Attach Reference Letter 1			

FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION

FUNCTIONALITY CRITERIA

REFERENCE TWO (2)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

Reference Company One (2) Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
Contract Details			
1	Contract Value		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
Attach Reference Letter 2			

FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION

FUNCTIONALITY CRITERIA

REFERENCE THREE (3)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

Reference Company One (3) Name of Company:		Contact Name:	
Contact e-Mail:		Contact Telephone:	
Description of Contract:			
Contract Details			
1	Contract Value:		
2	Contract Commencement date:		
3	Contract Completion Date:		
4	Contract Duration:		
Attach Reference Letter 3			

FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION

8.2.4 STEP 2: FUNCTIONALITY TABLE

A tenderer shall proceed to the next stage of evaluation if a percentage score of 70% is obtained. Tenderers that fail to achieve the minimum qualifying percentage score for functionality (70%) will not proceed to the next stage of evaluation.

8.3 STAGE 2: PRICE AND B-BBEE

Only tenders that achieve the minimum stipulated threshold for functionality of 70% will be evaluated further in accordance with the 80/20 preference point systems. The 70 points will be allocated for price whilst, 20 points will be allocated for B-BBEE totaling 100 points.

NB: Latest gazetted Labour rates will be used to evaluate Price and B-BBEE.

The formula below will be used in calculating points scored for the Preference points system

8.3.1 STEP 1: CALCULATION OF POINTS FOR PRICE

The first step under price and B-BBEE is to calculate the price points for tenderers who progressed to this stage of evaluation as per formula below.

$$Ps = 80 \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for comparative price of tender under consideration.

Pt = Comparative price of tender under consideration.

Pmin = Comparative price of lowest acceptable tender.

8.3.2 STEP 2: B-BBEE LEVEL OF CONTRIBUTION

The second step under price and B-BBEE is to calculate B-BBEE points for tenderers who progressed to this stage of evaluation as per below B-BBEE status level of contribution.

The level 1 contributor will obtain 20 points and the last level contributor will obtain the lowest points as per table below.

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

8.3.3 STEP 3: FINAL SCORE

The points scored for price (step 1) will be added together with the points scored for B-BBEE (step 2) to obtain the tenders total points.

LCETC and/ or Member/s may request additional information, clarification or verification in respect of any information contained in or omitted from a Tenderer's proposal. This information will be requested in writing;

LCETC and/ or Member/s may conduct a due diligence on any Tenderer, which may include interviewing customer references or other activities to verify a Tenderer's or other information and capabilities (including visiting the Tenderer's various premises and/or sites to verify certain stated information or assumptions) and in these instances the Tenderers will be obliged to provide LCETC and/ or Member/s with all necessary access, assistance and/or information which LCETC and/ or Member/s may reasonably request and to respond within the given time frame set by LCETC and/ or Member/s;

LCETC and/ or Member/s will evaluate the Tenders with reference to LCETC set and approved evaluation criteria as indicated in the tender document.

9. DECLARATION OF INTEREST

I, the undersigned

From (Name of Supplier)

- a) Declare that I have studied the contents of this document and, that the organisation I represent agrees to the terms and condition of this RFP without any exceptions and, is prepared to carry out the services according to the specifications and to the satisfaction of LCETC and its Associates.
- b) Has the authorisation to sign tender documents on behalf of my company. Attached a Director's resolution or proxy, authorising to sign this document on behalf of the company.
- c) Declare that the company has the financial ability to meet its obligations in respect of this RFP and that it is in a sound position to meet its overall financial commitments.
- d) State that the information submitted is true and correct.
- e) Certify that as far as I/we know no member of our company have any direct or indirect vested interest in LCETC or its Associates.

Signed at _____ on this _____ day of _____ 20____

Signature and Capacity

Initials and Surname

GENERAL TERMS AND CONDITIONS OF THE TENDER

10. ESCALATION MECHANISM

- 10.1** Escalation of prices, LCETC is expecting no escalation for the contract period
- 10.2** Any escalation in prices will be considered only under exceptional circumstances and upon a detailed breakdown of the various cost components and the percentage each cost component contributes to the total selling price.
- 10.3** LCETC reserves the right to accept price increases or to terminate the contract in part or in whole.
- 10.4** No price increase with retrospective effect shall be considered.
- 10.5** Any application for a price increase shall only become effective if approved by LCETC provided that a minimum period of 30 (thirty) days from date of application is required before any price increase may become effective.

11. PRICE OFFER AND ADJUSTMENTS

- 11.1** Prices quoted must be valid up to the conclusion and final award of the tender and thereafter remain fixed for a period of twelve (12) months from the effective date of the contract-
- 11.2** Is the contract price firm for the duration of the contract period?

YES

NO

Please indicate the applicable block with ✓

- 11.3** If the reply to 11.2 is negative, on what grounds (with a breakdown of the various cost components and the percentage each cost component contributes to the total contract price) would price adjustments be requested?

Factors that contribute to any price escalation.

Cost Components	Weighting

- 11.4** Factors that contribute to any price escalation for imported goods/services.

- a) Please state the Rate of Exchange at which your contracted price was based:

Please note: Should there be a price variance of more than 5% due to Rate of Exchange, then only will a price adjustment be considered.

- b) Frequency of Escalation:

- c) Any Statutory Related Price Adjustment_____

d) Price Formulas:

e) References to Indices:

f) LCETC reserves the right to audit evidence forwarded as motivation for price adjustments.

12. TENDER FORM, IMPORTANT CONDITIONS & MISCELLANEOUS REQUIREMENT

12.1 I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to LCETC on the items and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

12.2 I/We agree that:

- a) The offer herein shall remain binding upon me/us and open for acceptance by LCETC during the validity period indicated and calculated from the closing time of the tender;
- b) If I/we withdraw my/our tender within the period for which I/we have agreed that the tender should remain open for acceptance, or fail to fulfil the contract when called upon to do so, LCETC may without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and LCETC and I/we will then pay to LCETC any additional expense incurred by LCETC having either to accept any less favorable tender or fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tender and by the subsequent acceptance of any less favorable tender, LCETC shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss LCETC may sustain by reason of my/our default;
- c) If my/our tender is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and the SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to the SA Post Office Ltd shall be treated as delivery to me/us;
- d) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic (full address).
- e) I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- f) I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principles (s) liable for the due fulfilment of this contract.
- g) I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- h) I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or tender(s) involved.

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

Are you duly authorized to sign Appendix H: Acknowledgement of the tender?

***YES / NO**

Has the Declaration of Interest been duly completed and signed?

***YES / NO**

**Delete whichever is not applicable*

<p>SIGNATURE (S) OF TENDER OR ASSIGNEE(S)</p> <p>...</p> <p>DATE:.....</p>
--

Please complete the following in block letters

Capacity and particulars of the authority under which this tender is signed

.....

Name of Service Provider

Postal Address

Telephone number(s) (Toll free if applicable)

Facsimile number(s)

Email Address(s)

Tender Number

Name of contact person

13. ACKNOWLEDGEMENT OF TENDER

13.1 I/We _____ are having examined the Request for Proposal Document and all other information available prior to the closing date, hereby offer to execute, complete and maintain the whole of the said works and to supply all the requisite goods and/ or services in conformity with the aforesaid documents.

13.2 Name of Service Provider: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Company Stamp: _____

Signature

Date

14. SUPPLIER DEVELOPMENT

The LCETC Membership actively supports Supplier Development and the Empowerment of suppliers that are locally based. The membership expects potential suppliers to buy into this initiative in order to assist developing previously disadvantaged communities. Tenderers are required to provide examples of what they have done for Supplier Development Initiatives. Suppliers should also propose a plan/program as to how they would engage Suppliers locally in attempt to support Supplier Development.

Supplier Development can be in the form of:

- Community development projects
- Skills development of local and previously disadvantaged communities
- Community training and development programs
- Mentorship, incubation and coaching programs

Responses to be attached to the Supplier Development Appendixes cover pages.

Request for Proposal: PU7611/049

APPENDIX A

RFP Document

Documentation	Requirement	Included in required format (Please tick)		
RFP Document	Submission of a completed and signed Form of Offer and Acceptance		<input type="checkbox"/>	

Please sign that the contents of this Appendix has been verified

Name

Signature

OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of: **APPOINTMENT OF THE SERVICE PROVIDER FOR CLEANING SERVICES AT LIMPOPO CET COLLEGE.**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand (in words):	
Rand in figures:	R

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:

.....
.....

And: Whose Registration Number is:

.....
.....

And: Whose Income Tax Reference Number is:

.....
.....

Natural Person or Partnership:

.....
.....

Whose Identity Number(s) is/are:

.....
.....

Whose Income Tax Reference Number is/are:

.....
.....

OR

AND WHO IS (if applicable):

Trading under the name and style of:

.....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) . ☐

(N.B.: All fields must be completed by the

ACCEPTANCE

By signing this part of this form of offer and acceptance, you will be giving LCETC rights to conduct FORENSIC verification of information provided in your bid document or background check for this tender purpose.

Name of representative

Signature of the above

Date

Request for Proposal: PU7611/049

APPENDIX A1

Payfast Proof of Payment

Documentation	Requirement	Included in required format (Please tick)		
Payfast Proof of Payment	Attach Payfast Payment Confirmation			

Please sign that the contents of this Appendix has been verified

Name	
Signature	

Request for Proposal: PU7611/049

APPENDIX B AND B1

Technical Specifications

Please see the attached Specifications,

Documentation	Requirement	Included in required format (Please tick)		
Specification	Pricing according to the technical specification			

Please sign that the contents of this Appendix has been verified

Name

Signature

Specifications and Pricing Schedule

TERMS OF REFERENCE

Bidders must complete the pricing schedule in full, failing which, such bidders will be disqualified.

BACKGROUND

The Community Education and Training (CET) Colleges came into existence on 1 April 2015 when the Public Adult Learning Centres (PALCs) migrated from the Provincial Education Departments (PEDs) to the Department of Higher Education and Training (DHET). The PALCs became the Community Learning Centres (CLCs) and were merged under the CET Colleges.

The mandate of the Colleges is to provide quality and relevant Education and Training programmes for youth and adults to improve their livelihoods. The CET Colleges, through the CLCs, offer programmes that will ensure that students attain skills that will enable them to either find employment or establish their own enterprises which are Community needs based. The College is situated in Limpopo Province in South Africa. Governance of the College rests with the Council subject to the relevant statutes and policies. Management structure of the College consists of the Principal and three Deputy Principals. The CET College operates in accordance with the requirements laid down in the Continuing Education and Training Act, Act No.16 of 2006.

PURPOSE OF THE TENDER

The purpose of this request is to solicit proposals for the cleaning services to be provided at the 17 Main Community Learning Centres of The Limpopo Community Education & Training College.

The request for proposal (RFP) document details and incorporates, as far as possible, the tasks and responsibilities of the cleaning services of the 17 Main Community Learning Centres of the Limpopo Community Education & Training College.

This RFP does not constitute an offer to do business with the Limpopo CET College, but merely serves as an invitation to bidder(s) to submit proposals that will enable the college to facilitate a requirements-based decision-making process pertaining to the service being sought.

SCOPE AND DEFINITION OF WORK

The College's primary objective in issuing this Request for Proposals (RFP)/Tender is to enter into a 36-months agreement with a suitable service provider to render cleaning services at all 17 Standalone Centres of the Limpopo CET College.

SERVICE REQUIREMENTS/DELIVERABLES

GENERAL CLEANING REQUIREMENTS

- The number of cleaners per site should also be gender representative
- A Contract Manager must be provided by the service provider to liaise with Limpopo CET College whenever a need arise
- The attached Annexure A shows the physical addresses where the 17 standalone Centres are located.

The specific general cleaning services requirements must comply with Covid-19 cleaning protocols and procedures as required by the and are not limited to the following:

Cleaning activity required	Frequency
Sweep and damp mop all floors with disinfectant in the classrooms	Five times a week
Dust and clean all skirting, windowsills, window ledges, doors and equipment in the classrooms	Five times a week
Polish the floor	Five times a week
Clean windows on the inside and outside where reachable	Five times a week

- The service provider should make provision for cleaners who have basic general and Covid-19 management knowledge and expertise in order to amongst others ensure that waste material for Covid-19 are disposed of, to avoid any potential contamination.
- A register should be kept of all cleaning that takes place.
- Deep cleaning (in line with Covid-19 regulations and protocols) will be requested as and when needed.

PERFORMANCE REQUIREMENTS

The Service provider will need to conduct the required Cleaning services as stipulated within the scope.

The Service provider must ensure that:

- The service provider shall be available to the Limpopo Community Education and Training College at all times for the duration of the contract including both during normal working hours as well as after hours as and when required.
- For the duration of the contract, the service provider shall at the request of the Limpopo Community Education and Training College, arrange for meetings, reports and/or feedback as agreed with the Limpopo Community Education and Training College.
- The elements of scope and other required services (provision of reports, feedback, etc.) shall prescribe to the formats held within the Limpopo Community Education and Training College Standard Documentation and/or any instructions, examples, samples provided by the authorized College official. There may be at short notice the need for certain functions to be different to those mentioned above and these will be discussed with the relevant College officials as and when required.
- They must always liaise with the Limpopo Community Education and Training College and always maintain strong ethical standards in its work.
- They work closely and engage with the Limpopo Community Education and Training College officials and/or employees for all accounts of information, knowledge and understanding of the Limpopo Community Education and Training College. Cleaning and Hygiene requirements/context for use in conjunction with their own specific material so as to enable the most accurate method of service provision, reporting and project deliverables as per scope.
- A complete breakdown of all costs per Cleaning and Hygiene service requirement is provided as an underlying contributor to the prices quoted on the pricing schedule
- All of the Cleaning and Hygiene services requested and required by the Limpopo Community Education and Training College are achieved in terms of the efficiency, effectiveness, service delivery, standards and/or other requirements on or before the required times
- No information is disclosed to any unauthorized persons, and remains the property of the Limpopo Community Education and Training College and is maintained between themselves and the Limpopo Community Education and Training College at all times
- A safety file detailing the company's safety procedures and processes is provided upon appointment and that all employees are aware of these. The service provider must comply with health and Safety Act and provide evidence thereof. It is also required that the service provider team members/individuals executing the required scope under the contract are aware of the safety protocols at the office.

- The work plan is used to track service provision where it will be used to track and monitor each service executed on a daily basis which will feed into the weekly reports that feed into the monthly reports
- Provision of all required reports, dashboards and other required feedback as stated and requested by the Limpopo Community Education and Training College within the given time periods for the duration of the contract.
- Any changes to service team and/or any other administration will be communicated and documented to the Limpopo Community Education and Training College.
- The Service Provider will provide a scheduled and reactive (for specific functions or incidents) cleaning service to all areas of the LCETC in accordance with the negotiated access times to specific areas and with the provision of this specification and the Service Standards, which shall include but not limited to;
 - Routine Cleaning Services;
 - Specialists cleaning services;
 - Submission of a register outlining the name of the cleaning product, the quantity used and the tasks the chemicals was used for shall be provided on a quarterly basis;
 - Waste removal, including sorting for recyclable materials from point source of waste generation, as well as the removal of separated waste to the central point on site;
 - Use of techniques that utilises minimal amounts of cleaning chemicals, Water, electricity and generates less dust;
 - Provide certificates of 3rd party certifications for Quality Management, Health and Safety Management, Environmental management, etc. that meets the standards of a recognized system such as ISO 14001 will be an added advantage;
 - Provide evidence of the appropriate storage, labelling, handling and disposal of empty chemical containers;
 - Submission of all training records of cleaning staff every year;
 - The supervisor should regularly inspect and report on all health and safety; environmental and quality management requirements and techniques employed by the cleaning staff;
 - Window cleaning to accessible and unreachable height;
 - Control of consumables including toilet paper; and
 - Provision and control of all cleaning staff, cleaning materials and cleaning equipment.

Working Hours

- Normal working hours for LCETC for weekdays excluding public holidays are from 07h: 30 to 16h00. However, cleaning services will be required from 06:30 to 15:30 week days' subject to change due to change in business requirements.
- The operates outside normal working hours. The Service Provider has to cater and accommodate their special requirements.
- In order to provide for the requirements of LCETC, working hours shall be determined by the Service Provider in consultation with the LCETC's Representative at the site concerned and may be adjusted from time to time.
- Service could be required during weekends and/or public holidays and the Service Provider must make provision for workers to perform additional service as and when required.

CLEANING STANDARDS & NORMS

The Service Provider needs to take into account the following cleaning standards and norms which needs to be applied during the course of the service

Cleaning detergents Must be environmentally friendly	Ammoniated liquid detergent cleaners shall comply with SABS 1225. Acidic Water bowl cleaner in powder or granule form shall comply with SABS 1256, and liquid acidic cleaner for sanitary ware shall comply with SABS 1257. Cleaning product containers must be disposed of, reused and recycled appropriately.
Disinfectants	Disinfectant liquids of the coal tar type shall comply with SABS 47. Disinfectants containing stabilized chlorine shall comply with SABS 643 Detergent disinfectants based on stabilized inorganic chlorine compound shall comply with SABS 1032. Disinfectants used for automatic dispensers to toilets and urinals shall comply with CKS 459.
Polish	The Service Provider will be advised by the LCETC representative which furniture, if any may be polished.
Finishes (Walls and floors)	Vinyl tiles, flooring shall be cleaned in accordance with SABS 1224. Floor sealer for vinyl flooring in accordance with SABS 1042 applied in accordance with the manufacturer's instructions. Said ceramic tile (flooring) is to be stripped and sealed initially and on request of LCETC. Wipe and strip wooden wall finishes with approved detergent complying with SABS standards. Tile surfaces are to be cleaned with approved detergent complying with SABS 525. All cleaning and maintenance of floor shall be carried out in accordance with SABS Code of Practice 0170. Sweep concrete floors with a heavy duty broom. Floors to be scrubbed with auto scrubber.
Carpets and carpet tiles	Carpets must be vacuumed cleaned with industrial standard equipment.
Dusting, Wiping, Clean, etc.	Wipe all surface areas with a clean damp cloth All ornaments, window sills needs to be dusted Turnstiles to be polished with turnstile polish Non-slip polish to be used for the granite top.
Bin Bags	Ensure that clear bins bags are used at all times.

Notes to Service providers:

- The provision of the cleaning services at the offices specified shall implement all the applicable "green cleaning" methodologies and cleaning products as dictated by advances in technology. The Service Provider shall take cognizance of this requirement and make their recommendations on their proposal to LCETC.
- It shall be the Service Provider's responsibility to maintain clean, safe, healthy office facilities and eliminate contaminants that affect LCETC employees' health, performance and attendance. LCETC is committed to the implementation of cleaning processes and supplies that protect its employees' health without harming the environment.
- The Service Provider shall purchase and utilize environmentally sensitive cleaning products below (please note that this list is not exhaustive):
- **Bathroom Cleaners** – products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs or tile.
- **Carpet Cleaners** – products used to eliminate dirt and stains on rugs and carpeting.

- **General Purpose and Hard floor Surface Cleaners** – products used for routine cleaning of hard surfaces, including impervious flooring such as concrete or tile. This category does not include products intended primarily to strip, polish or wax floors and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, upholstery or wood.
- **Glass, Window and Mirror Cleaners** – products used to clean glass, windows, mirrors or metallic or polished surfaces.
- **Hand Cleaners and Hands Soaps** – products used for routine, non-specialized hand cleaning.
- **Paper Products** – paper towels or other paper used for cleaning and do not include toilet paper, facial tissue or paper towels used for drying hands.

PREMISES, & EQUIPMENT

The Service Provider(s) shall have use of Water and electricity, storage room, office and a rest room free of charge. The exact allocation of facilities will be agreed upon once the needs of both LCETC and other Service Providers have been determined. The Service Provider's use of the facilities is subject to the following conditions:

- The premises are maintained in a clean and orderly manner, in keeping with good housekeeping principles.
- The premises are not used for any activities other than those relating to the rendering of the service as specified by this document.
- LCETC retains the rights of inspection.
- The Service Provider(s) must supply all furniture and equipment required.
- The Service Provider(s) shall ensure that all their staff complies with the regulations in terms of use of the facilities.
- In conclusion, LCETC will provide what it deems as adequate office and storage facilities for the Service Provider and the Service Provider shall have access to such facilities for the duration of the contract period only.
- Upon termination and / or conclusion of the contract the Service Provider(s) shall remove all its equipment and material from the premises and hand back keys to LCETC.

SANITARY SERVICES

The handling and disposal of the contents of sanitary bins **will not** be performed by the Cleaning Contract Supplier.

STAFF STRATEGY

- Service Providers are to allow for the provision of adequate Managerial and Supervisory staff.
- Service Providers are to allow for the provision of all general staff.
- Service Providers are also to provide for intensive training of all the staff appointed to ensure conformity with LCETC requirements.

CLEANING SERVICE PERSONNEL

- **Identification**
The Service Provider to issue all of their staff with personal identification tags at the Service Provider's cost. It will be the responsibility of the Service Provider to ensure that all cleaning personnel on site display their identity tags at all times in such a way as to be fully visible. Subject to satisfying the foregoing, staff failing to display their identification tags may be removed from the site. The Service Provider must take responsibility for deactivation of such cards in cases where staff is no longer in the service of the Service Provider or at the expiry of the contract.
- **Medical fitness**
LCETC reserves the right to require that all Service Provider personnel be certified fit for duty
- **Training**
LCETC recognizes the need for training, both induction and during the course of employment, and expects to derive both benefit and value-for-money from all training undertaken by employees of the Service Provider engaged in relation to this contract. The Service Provider shall ensure that the absence from operational duty of staff attending a training course does not affect the satisfactory provision of the specified services and shall provide relief staff to cover the affected areas.

All cleaning staff employed by the contractor must be regularly trained on waste separation at source and best environmental management practices. Records of such training must be submitted to the Environmental Management office on an annual basis.

- **Uniforms**

- All Service Provider staff is to wear protective uniforms, headgear (including goggles, visors and masks) and fully covered shoes and/or boots and gloves (appropriate to their tasks and functions) whilst on duty. The Service Provider shall supply all uniforms, which shall be of good quality and in a style approved by LCETC. All uniforms must bear the name and logo of the Service Provider. Uniforms are to be worn at all times, without any exception.
- The Service Provider shall ensure that all its personnel employed in rendering of the Service are at all times whilst on duty are neatly dressed, presentable and hygienic.

- **Staff Allocation and Management**

The Service Provider shall ensure: -

- That Staff is assigned to all offices and/or other accommodation and such other specific departments within LCETC as the LCETC Representative shall advise and agree with Service Provider and shall ensure that continuity in the deployment of such Staff is maintained;
- Individual Staff are consistently allocated to work in a specific area or with a specific department with minimal changes, save to the extent reasonably required to maintain the Service Standards.
- The Service Provider shall not use less than the human resources complement set out in tender submission document.
- The Service Provider shall provide services of high quality and standard to the satisfaction of the LCETC.
- The Service Provider shall ensure fair Labour practice by complying with the industrial relations and personnel policies of LCETC, where they do not breach the parties' joint Labour practices.

- **Relief staff**

The Service Provider shall provide relief-staff, in the event of Labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave if LCETC's Representative is given reasonable notice and details of this. The Service Provider will bear all costs related to the provision of relief staff.

- **First Aid**

The Service Provider shall be responsible for the provision and replenishment of first aid boxes, which shall be under the control of a trained first aid provider. In cases of emergency, the supervisor on site shall refer the incident to the LCETC First Aider to access the situation or provide assistance. If there is a cost involved for the provision of such medical emergencies, then the Service Provider must bear the costs.

COMPLAINTS REGISTER

A complaint register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points per building. The supervisor must check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most. Complaints must be resolved within 48 hours. All complaints must be registered in writing with the LCETC Representative.

CONTROL OF MATERIALS, EQUIPMENT AND CONSUMABLES

- The Service Provider shall be responsible for the replenishing, safe storage, distributions and control of consumables, to agreed inventory levels, of consumables and some non- consumables required by the staff in the provision of the Cleaning Services.
- The Service Provider shall be responsible for safe storage of all consumables. Should any of its staff members found to be pilfering the cost shall be recoverable from the Service Provider.

- Service Provider's supervisor to maintain records of receipts and issues which should be reconciled and report submitted to the LCETC on a monthly basis.
- The Service Provider will be responsible for the, safe storage and use of materials and equipment required for the provision of the cleaning services and for all costs incurred in their safe storage and use.

The Service Provider shall:

- Ensure any non-compliant cleaning equipment is not used by any person whatsoever in the provision of the cleaning services;
- Ensure all cleaning materials are designed for specific use in specific areas of LCETC Premises;
- Ensure all cleaning equipment to be used in a particular area only is clearly designated for such area and under no circumstances used elsewhere;
- Ensure that its staff is properly trained in the use of cleaning materials and equipment;
- Ensure that equipment used is safe and does not endanger the operator / s or member of the public in the surrounding areas where the equipment is being used.
- The service provider must provide an inventory or a register outlining the name of a cleaning product, the quantities used and the chemicals used shall be provided as required
- Ensure the standards of the equipment shall comply with the following: -
 - 1...1. All products shall be "fit for the purpose".
 - 1...2. In the case of electrically operated equipment, products shall comply with the applicable SABS standard
- The Service provider shall maintain a colour coding system for equipment and materials to minimize cross contamination from one type of area to the next: -

Red	Toilets
Yellow	Kitchens
Blue	All other areas

Pricing Schedule

No	Name of CLC/SLC centre	CLC/SLC Address	Quantity of Cleaners	Monthly Rate per one Cleaner per Campus (All-inclusive, including Equipment, Chemicals)	Total Monthly Rate for All Cleaners, per Campus (All-inclusive, including Equipment, Chemicals)
1	BUNZHE SATELLITE VHEMBE DISTRICT	MBILWANA PRIMARY SCHOOL,(MBILWI VILLAGE NEXT TO CHIEF KRAAL OF GOLE MPHAPHULI)	1	R	R
2	SESHEGO HOSPITAL CLC CAPRICORN DISTRICT	TSUTSUMETSA HIGH PRIMARY ,(ZONE 2 NEXT TO SESHEGO TVET)	1	R	R
3	BAKONE SATELLITE CAPRICORN DISTRICT	MATUMA SECONDARY SCHOOL,(GA-MATLALA)	1	R	R
4	LEWENG SATELLITE CAPRICORN DISTRICT	NTHEMA SECONDARY SCHOOL,(FARLIE VILLAGE NEXT TO MOSHASHA SHOP)	1	R	R
5	MOKGOBA SATELLITE CAPRICORN DISTRICT	MOLOTO PRIMARY SCHOOL, (MOBOKELELE VILLAGE NEXT MOKGOBA PRIMARY)	1	R	R
6	MAKGWADING SATELLITE CAPRICORN DISTRICT	MAKGOHLOE MAKOPPO SECONDARY,(MAGATLE VILLAGE NEXT TO POST OF OFFICE)	1	R	R
7	MALEMATI SAT CAPRICORN DISTRICT ELLITE	DIKOBÉ MOLABA PRIMARY SCHOOL,(GA MPHAPHLELE)	1	R	R
8	HELEN FRANZ CLC CAPRICORN DISTRICT	OLD RATANANG SPECIAL SCHOOL, (SENWABARWANA BOCHUM TOWN)	1	R	R
9	MASHAVELA SATELLITE MOPANI DISTRICT	DEVINE HEALING CHRISTIAN CHURCH,(PHALABORWA, BENFARM)	1	R	R

10	MAGEME CLC WATERBERG DISTRICT	OLD CRECHE- BOLEDI,(SEKGAKGAPANG VILLAGE NEXT TO MAGEME PRIMARY SCHOOL)	1	R	R
11	MAAKA MALEKA CLC WATERBERG DISTRICT	FRED LEDWABA SECONDARY SCHOOL,(MAHWELERENG TOWNSHIP ZONE 1)	1	R	R
12	KHUDUTSEKE CLC WATERBERG DISTRICT	ARKONA PRIMARY SCHOOL,(GA-MASEMOLA VILLAGE	1	R	R
13	IKAGENG SATELLITE WATERBERG DISTRICT	IKAGENG SECONDARY SCHOOL,(MOTETEMA VILLAGE NEXT TO SEKHUKHUNE TVET)	1	R	R
14	MASHABELA SATELLITE WATERBERG DISTRICT	LETSIRI PRIMARY SCHOOL,(GA-PHAAHLA VILLAGE NEXT TO MAKADIKWE PRIMARY)	1	R	R
15	MATIME MANOSOE SATELLITE WATERBERG DISTRICT	MATIME MANOSOE PRIMARY SCHOOL,(PHOKOANE VILLAGE NEXT TO TRIBAL POST OFFICE)	1	R	R
16	NKGARI SATELLITE WATERBERG DISTRICT	MOGOSHADI SECONDARY SCHOOL,(GA-MASEMOLA VILLAGE, THABAMPSHE NEXT MASHATE)	1	R	R
17	JACOB MARWALE SATELLITE WATERBERG DISTRICT	MOKHULWANE SECONDARY SCHOOL,(LEBOENG VILLAGE)	1	R	R
Total Rate for All Cleaners for the CLC/SLC Centres for 36 Months Incl VAT			19	R	R

GENERAL CONDITIONS OF CONTRACT

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a ✓ or an X) regarding compliance with the requirements. Where necessary, the bidders shall substantiate their response to a specific question.

1.

This bid is subject to the General Conditions of Contract stipulated below.	Accept	Do not accept

2.

The laws of the Republic of South Africa shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept

3.

LCETC shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept

4.

LCETC may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept

5.

In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept

6

In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept

7

LCETC reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

8

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Accept	Do not accept

9

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

10

Where applicable, LCETC reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	Accept	Do not accept

11

LCETC reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Accept	Do not accept

12

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	Accept	Do not accept

13

<p>The bidder should not qualify the proposal with own conditions.</p> <p>Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	Accept	Do not accept

14

Should the bidder withdraw the proposal before the proposal validity period expires, LCETC reserves the right to recover any additional expense incurred by LCETC having to accept any less favourable proposal or the additional expenditure incurred by LCETC in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Accept	Do not accept

15

Delivery of and acceptance of correspondence between the LCETC and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Accept	Do not accept

16

<p>Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. LCETC shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that LCETC reserves the right to award the same proposal to next best bidders as it deems fit.</p>	Accept	Do not accept

17

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

18

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by LCETC signatory and added to this RFP as an addendum.	Accept	Do not accept

19

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

20

Bidders who make use of subcontractors. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract	Accept	Do not accept

21

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

22

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

23

Evaluation of Bids shall be performed by an evaluation panel established by LCETC and PURCO SA. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80 , and the maximum number of preference points that may be claimed for BBBEE (according to the PPPFA) is 20 .	Accept	Do not accept

24

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

25

The bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not accept

26

Should the evaluation of this bid not be completed within the validity period of the bid, LCETC has discretion to extend the validity period.	Accept	Do not accept

27

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept

28

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Accept	Do not accept



Request for Proposal: PU7611/049

APPENDIX C

Proof of Bank Account

Documentation	Requirement	Included in required format (Please tick)
Proof of Bank Account	Signed letter from bank (not older than 3 months)	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal: PU7611/049

APPENDIX D

Company Registration Documents

Documentation	Requirement	Included in required format (Please tick)
Company Registration Document	Supply of company registration documents	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal: PU7611/049

APPENDIX E

Tax PIN

Documentation	Requirement	Included in required format (Please tick)		
Tax Clearance certificate	Please ensure that the Tax Pin is <u>valid</u>			

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal: PU7611/049

APPENDIX F

B-BBEE Certification

Documentation	Requirement	Included in required format (Please tick)
B-BBEE certification	Supply a valid B-BBEE certificate	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal: PU7611/049

APPENDIX G

Fully signed SBD Forms

Documentation	Requirement	Included in required format (Please tick)
Fully signed SBD Forms	Please sign the attached SBD 4 SBD 6.2 SBD 8 SBD 9 forms	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;

- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2" Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:
.....
.....
.....

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

_____ %

_____ %

_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
(b) Practice number:
(c) Telephone and cell number:
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Request for Proposal: PU7611/049

APPENDIX H

Declaration of Interest

Documentation	Requirement	Included in required format (Please tick)
Declaration of Interest	Please sign point 9 of this tender document	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature



Request for Proposal: PU7611/049

APPENDIX I

CSD

Documentation	Requirement	Included in required format (Please tick)
CSD	Supply proof of registration with the National Treasury	<input type="checkbox"/>

Please sign that the contents of this Appendix has been verified

Name

Signature