



REQUEST FOR PROPOSALS

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO RENDER CLEANING SERVICES, HYGIENE SERVICES AND SUPPLY OF CLEANING EQUIPMENT, MATERIAL AND CONSUMABLES AT 28 LEARNING CENTRES AROUND WATERBERG OF THE LIMPOPO COMMUNITY EDUCATION AND TRAINING COLLEGE FOR A PERIOD OF 24 MONTHS

BID NUMBER: LCETC 2022-009

Date issued: 07 December 2022

Closing date and time: 18 January 2023 at 11:00

Bid Validity period: 90 days

TENDER BOX ADDRESS: Limpopo Community Education and Training College (Unit 5), 2 Biccard Street, Polokwane 0699, (Only accessible during working hours, the office will be closed between 15 December 2022 until 6 January 2023)

Compulsory Briefing session

Briefing / information session: 09:00am on 09 January 2023 at the Limpopo Community Education & Training College Offices – Unit 5, JCJ Corner Building, 2 Biccard Street, Polokwane.



Content

PART A – INFORMATION ON THE TENDER	4
1. BACKGROUND.....	4
2. PURPOSE OF THE TENDER	4
3. SCOPE AND DEFINITION OF WORK	4
3.1 BACKGROUND	Error! Bookmark not defined.
3.2 SERVICE REQUIREMENTS.....	4
3.2.1 GENERAL.....	4
3.2.2 COVID-19 CLEANING REQUIREMENT	
4. DURATION OF THE CONTRACT	5
PART B – LEGISLATIVE FRAMEWORK	7
1. TAX LEGISLATION.....	7
2. PROCUREMENT LEGISLATION	7
3. TECHNICAL LEGISLATION AND/OR STANDARDS	7
PART C – THE BIDDING PROCESS.....	7
1. TIMELINE OF THE BID PROCESS.....	7
2. CONTACT AND COMMUNICATION	8
3. LATE BIDS	9
4. COUNTER CONDITIONS	9
5. FRONTING	9
6. SUPPLIER DUE DILIGENCE	9
7. SUBMISSION OF PROPOSALS	10
8. EVALUATION OF THE TENDER PROPOSAL.....	10
8.1 Pre-Qualification Criteria	10
8.2 FUNCTIONALITY CRITERIA.....	11
8.3 PRICE & B-BBEE EVALUATION	13
PART D – CONDITIONS	15
1. GENERAL CONDITIONS OF CONTRACT	15



2. SPECIAL CONDITIONS OF CONTRACT	16
3. GOVERNING LAW.....	16
4. DECLARATION	16
5. CONFLICT OF INTEREST, CORRUPTION & FRAUD.....	17
6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT.....	17
7. PREPARATION COSTS	18
8. INDEMNITY	18
9. PRECEDENCE	18
10. LIMITATION OF LIABILITY	18
11. TAX COMPLIANCE.....	18
12. TENDER DEFAULTERS & RESTRICTED SUPPLIERS	19
13. CONFIDENTIALITY	19
14. PROPRIETARY INFORMATION OF THE COLLEGE	19
15. COPYRIGHT	19
16. RESPONSIBILITY OF SUB-CONTRACTORS & BIDDER'S PERSONNEL	20
17. SERVICE LEVEL AGREEMENT	20
18. PRICING	20
19. OTHER IMPORTANT MATTERS TO NOTE	20
20. SUBMISSION QUALITY CHECKLIST	21



PART A – INFORMATION ON THE TENDER

1. 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.

2. PURPOSE OF THE TENDER

The purpose of this request is to solicit proposals for the cleaning services to be provided at the 28 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 28 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.

3. SCOPE AND DEFINITION OF WORK

3.1 The College's primary objective in issuing this Request for Proposals (RFP)/Tender is to enter into a 24-months agreement with a suitable service provider to render cleaning services 28 Learning Centres of the Limpopo CET College.

3.2 SERVICE REQUIREMENTS/DELIVERABLES

3.2.1 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 28 Learning Centres are located.

The appointment of a suitable service provider to render cleaning services at 28 Learning Centres of the Limpopo CET College for 24 months contract with the option to renew for an additional 12 months.

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

- Supply and deliver the following on a monthly basis
 - 5L pine gel
 - 5L Floor Polish
- Provide cleaning equipment
- The service provider will be required to clean on average, 2 to 4 normal size classroom per CLC

4. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 24 months with an option to renew at the sole discretion of the College for an additional 12 (twelve) months on the same terms and based on a periodic performance evaluation on the same terms and conditions unless the parties agree otherwise. The College reserves the right to cancel the contract at any time for reasons that will be provided to the service provider. Non-performance and or poor performance may lead to immediate cancellation of a contract.

The service provider will be required to start immediately upon appointment in order to prepare the buildings and assume operations.

5. PERFORMANCE REQUIREMENTS

5.1 The Service provider will need to conduct the required Cleaning services as stipulated within the scope. The Service provider must ensure that:

5.1.1 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.

5.1.2 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**.

- 5.1.3 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.
- 5.1.4 They must always liaise with the Limpopo Community Education and Training College and always maintain strong ethical standards in its work.
- 5.1.5 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.
- 5.1.6 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
- 5.1.7 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
- 5.1.8 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
- 5.1.9 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.
- 5.1.10 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
- 5.1.11 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.



5.1.12 Any changes to service team and/or any other administration will be communicated and documented to the **Limpopo Community Education and Training College**.

PART B – LEGISLATIVE FRAMEWORK

1. TAX LEGISLATION

- a. Bidder(s) must be compliant when submitting a proposal to and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- b. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- c. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- d. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- e. Bidders are required to be registered on the College's Internal Supplier Database or the National Treasury Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- f. Where Consortia / Joint Ventures / Sub-contractors are involved; each party must be registered on the College's Internal Supplier Database and National Treasury Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

2. PROCUREMENT LEGISLATION

The College utilises a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated phased under Section 76 of the *Public Finance Management Act, 1999* (Act, No. 1 of 1999), the *Preferential Procurement Policy Framework Act 2000* (Act, No.5 of 2000); the *Preferential Procurement Regulations, 2017* and the *Broad-Based Black Economic Empowerment Act, 2003* (Act, No. 53 of 2003).

3. TECHNICAL LEGISLATION AND/OR STANDARDS

Bidder(s) should always be cognisant of the relevant legislation and/or standards specifically applicable to the service portfolio to be rendered in terms of this tender.

PART C – THE BIDDING PROCESS

1. TIMELINE OF THE BID PROCESS

The validity period and possible withdrawal of offers, subsequent to the closing date and time of this tender is 90 days. The relevant project timeframes in terms of this bid are indicated as follows:



Activity	Due Date
Advertisement of the bid on National Treasury e-tender Portal	07 December 2022
Questions related to the bids received from bidder(s)	MMashele@LP.CETC.edu.za
The bid closing date	18 January 2023 at 11:00am
Notice to bidder(s)	The office will be closed from 15 December 2022 until 06 January 2023

All dates and times in this bid are determined in accordance with South African standard time.

Any time or date reflected in this bid is subject to change at the College's discretion. The determination of a time or date in this bid does not presuppose an obligation on the part of the College in taking action, or creating by any manner rights in terms of which bidders may demand that specific action(s) be undertaken on the date(s) accordingly reflected in this bid. The bidder therefore accepts that, in the event of the College extending the deadline for bid submissions (the closing date) based on and influenced by whichever circumstance, the conditions and requirements attached to this bid remain unaltered and apply equally with regard to the revised deadline.

2. CONTACT AND COMMUNICATION

- A nominee on behalf of the bidder may make enquiries in writing, until **18 January 2023**, to the College via email at MMashele@LP.CETC.edu.za. The delegated office of the College is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- Any communication by Bidders addressed to or with an official or person acting in an advisory capacity on behalf of the College, in so far as it has relevance to the bid proposal, during the period commencing from the bid closing date and that of awarding of the tender is strongly discouraged.
- All communication between Bidders and the College must be provided in writing.
- While due care has been taken regarding the finalisation of this bid, the College duly makes no representations or provides any warranty that the contents thereof, or any part of the information accordingly communicated or provided to Bidders during the bidding process is accurate, current and/or complete. The College and its employees/advisors therefore will not be liable in relation to any information communicated and proves to be inaccurate, out-dated and/or incomplete.
- In the event of bidders reasonably believing there to be substantive discrepancy, ambiguity, error or inconsistency contained in this bid or any part of other information provided by the College (excluding any minor clerical matters), bidders must promptly bring such a discrepancy, ambiguity, error or inconsistency, in writing, to the attention of the College before **18 January 2023** with the aim of affording the College an opportunity to consider the issue(s) and where required, take the requisite corrective action.
- All bidders (including any other relevant persons) obtaining or receiving the bid and/or any other information in relation to the bid or the tender process are obliged to keep the entire



contents of the bid and all related information confidential and may not disclose or use the information in any other manner than for the express purpose of developing a proposal in response to this bid.

- g. Any actual discrepancy, ambiguity, error or inconsistency in relation to the bid or part of any other information provided by the College will, where possible, be corrected and the revised documentation be published.

3. LATE BIDS

Bids received at the address indicated in the bid documents after the specified closing date and time, will not be accepted for consideration and where practical, will be returned unopened to the bidder(s).

4. COUNTER CONDITIONS

Bidders are advised that subsequent amendments to any of the Bid Conditions, the proposals of any counter conditions by bidders or qualifications made in respect of the Bid Conditions will result in the immediate disqualification of such bids. Bidders should therefore adapt their standard conditions in line with those that are issued by the College.

5. FRONTING

The College supports the spirit of broad - based black economic empowerment and recognises that true empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent and legally compliant manner. Against this background the College strongly condemns any form of fronting.

The College, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations in determining the accuracy of the representations made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the College, the onus rests on the bidder/contractor to prove that the allegation of fronting does in fact not exist. Failure to do so within a period of 14 days and determined from the date of notification may invalidate the bid/contract and also result in the restriction of the Bidder/contractor to conduct business with the public sector for a subsequent period of up to ten years and in addition to any other actions the College may have at its disposal and accordingly wish to institute against such bidders/contractors.

6. SUPPLIER DUE DILIGENCE

The College reserves the right to conduct rolling out due diligence on suppliers prior to final awarding of the contract, or on an occasional basis during the implementation of the mandated contract period. These actions may also include site visits and requests for the provision of additional information.



7. SUBMISSION OF PROPOSALS

Bid documents must be placed in the College's tender box situated at Limpopo Community Education & Training College's central office at Unit No: 05 JCJ Building, 02 Biccard Street, Polokwane, 0700 on or before the closing date and time. Documents should be submitted during office hours of 08:00 am and 04:00 pm

Closing Date: 18 January 2023

Closing Time: 11:00 AM

Bid documents will only be considered if received by the College before or on the closing date and time, regardless of the method used to send or deliver such documents to the College. All bids must be delivered in person and dropped into the tender box by the bidder or its representative. No bids shall be accepted if they are received through fax, email or any other electronic means.

8. EVALUATION OF THE TENDER PROPOSAL

The following criteria will be used to evaluate bids:

8.1 Pre-Qualification Criteria

The following criteria will form the basis of evaluating all bids received and failure to comply with the pre-qualification criteria may result in the disqualification of the bid:

1.	A fully completed Tender Document with duly completed compulsory documents must be signed and certified where required and submitted as part of the bidder's tender submission. Failure to submit may result in your bid being disqualified Provide a minimum of three current (3) contactable references letters on current cleaning projects or executed successfully within the last 5 years.
2.	The following proof of Accreditation / Registration must be attached:
	Proof of registration with the registered bargaining council for cleaning/hygiene services Letter of good standing from Department of labour as proof of workmen's registration for compensation for injuries or diseases (COIDA) cleaning/Hygiene services, ONLY this letter will be accepted.

Only qualifying bids meeting the Pre-qualification Criteria will be further evaluated for Functionality on Phase 1.



8.2 FUNCTIONALITY CRITERIA

Respondents must score 80 points and above to be assessed on their financial offer and preference score.

To ensure simplification, the total functionality score will be rated out of a total of 100.

Suitably qualified and experienced evaluators will evaluate the bids received and the average score will be carried forward as the Total Functionality Score.

The allocation of points for the evaluation of quality is set out in the table below.

Criteria	Maximum Points
Company experiences in cleaning services - Detailed list of current and completed contracts of similar nature (Cleaning/hygiene) - Testimonials of the previous similar project with contactable references.	20
Locality - The suppliers which are based on the nearby sites - Proof of business address needed (Municipality utility bill/Lease agreement)	30
Related to skill and development. - Competency, training, skills and personnel development of the tendering service provider. (cleaning service training OHS, first aid etc) of staff to be deployed. - Protective clothing (what is supplied and how often)	10
Execution plan Proposed work plan including proposed methodology of staffing schedule, monitoring and co-ordination mechanism.	20
Company profile Bidder is required to provide a profile of themselves for evaluation of their capacity to supply the required equipment including resources, details of agency or distribution agreements that they hold as well as details of equipment that they supply	20
Total evaluation points for quality	100

Evaluation Schedule: Company experience in cleaning services



Non Responsive (score 0)	Service provider has no experience, or one testimonial of the current or previous cleaning project with contactable reference. Detailed list of current and completed contracts of cleaning/ hygiene nature current or not older than five years.
Poor (score 10)	Service provider has limited experience, or one testimonial of the current or previous cleaning project with contactable reference. Detailed list of current and completed contracts of cleaning/ hygiene nature current or not older than five years.
Good (score 15)	Service provider has fair experience, or two testimonial of the current or previous cleaning project with contactable reference. Detailed list of current and completed contracts of cleaning/ hygiene nature current or not older than five years.
Excellent (score 20)	Service provider has enough experience, or more than three testimonial of the current or previous cleaning project with contactable reference. Detailed list of current and completed contracts of cleaning/ hygiene nature current or not older than five years.

Evaluation Schedule: Locality

Non Responsive (score 0)	Service provider has not provided a letter of information at all on his/her business address.
Good (score 10)	Service provider has provided a letter indicating their business address but not from the Municipality utility bill.
Excellent (score 30)	Service provider has provided a provided a proof of address from their local municipality and addresses on their supporting documents indicate the service provider resides on the local address.

Evaluation Schedule: Related to skill and Development

Non Responsive (score 0)	Service provider has not provided a proposal covering competency, training, skills and personnel developments of staff in their company related to cleaning service training OHS, first aid etc) Protective clothing wasn't mentioned on how often is issued)
Poor (score 0)	Service provider has provided a proposal to some degree but not fully covering competency, training, skills and personnel developments of staff in their company related to cleaning service training OHS, first aid etc) Protective clothing was mentioned but on how often is issued)
Good (score 5)	Service provider has provided a proposal covering competency, training, skills and personnel developments of staff in their company related to cleaning service training OHS, and staff has first aid etc)



Excellent (score 10)	Service provider has provided a proposal covering competency, training, skills and personnel developments of staff in their company related to cleaning service training OHS, first aid and other advanced courses)
---------------------------------	---

Evaluation Schedule: Execution plan

Non Responsive (score 0)	Service provider has not provided a proposal covering methodology of staffing schedule, monitoring and co-ordination mechanism. Not proposed any sort of customer service
Poor (score 10)	Service provider has provided a poor methodology of staffing schedule, monitoring and co-ordination mechanism. Proposed a poor customer service (No meetings and reporting) to the agency
Good (score 15)	Service provider has provided a proposal covering methodology of staffing schedule, monitoring and co-ordination mechanism in a rotational basis. Proposed customer service (meetings and reporting) to the agency
Excellent (score 20)	Service provider has provided a proposal covering methodology of staffing schedule, monitoring and co-ordination mechanism with each staff duties and roles split to meet the agency requirement supported by graphs. Proposed more than good customer service (meetings and reporting) to the agency

Evaluation Schedule: Company profile

Non Responsive (score 0)	Service provider has not provided a proposal with a list of material and equipment, their cleaning products that are not environmentally friendly. Bidder is did not provide a profile of themselves
Poor (score 10)	Service provider has provided a proposal with a list of material and equipment, their cleaning products that are not 80% environmentally friendly. Bidder provided a profile of themselves but is not comprehensive.
Good (score 15)	Service provider has provided a proposal with a list of material and equipment, their cleaning products that are environmentally friendly. Bidder provided a profile of themselves and is comprehensive. And tailored for SANSA requirements.
Excellent (score 20)	Service provider has provided a proposal with a list of material and equipment, their cleaning products that are environmentally friendly ad not harmful. Bidder provided a profile of themselves and is comprehensive. And tailored for SANSA requirements and beyond.

8.3 PRICE & B-BBEE EVALUATION

- Bidders are required to score a minimum of **80 points** for functionality in order to be considered for awarding of preference points for Price and B-BBEE
- Pricing options and B-BBEE qualification will accordingly be evaluated as follows: In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the *Preferential*



Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), responsive bids will be adjudicated on the **80/20** (R30 000 to a maximum of R50 million, all applicable taxes included) preference point system in terms of which points are awarded to bidders on the basis of the bid pricing (**maximum 80 points**) and B-BBEE status level of the contributor (**maximum 20 points**).

c. Price Evaluation (80 Points):

CRITERIA	POINTS
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be applied to calculate the points awarded in relation to Pricing and this determination is informed as follows:

- P_s - Points scored for comparative pricing of the bid submitted for consideration
- P_t - Comparative pricing of the bid under consideration
- $P_{\min}$ - Comparative pricing of the lowest acceptable bid

d. B-BBEE Evaluation (20 Points):

- **B-BBEE Points allocation:** A maximum of **20 points** may be allocated to a bidder based on the evaluation of the company's B-BBEE status level of contribution that is determined as follows:

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-compliant contributor	0

- B-BBEE points are allocated to bidder on receipt of the following documentation or evidence: A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and the relevant B-BBEE Certificate.
- Non- submission of a completed / signed Preference Point Claim Form – SBD 6.1 and BBEE certificate will result in a zero (0) score on B-BBEE.

AREAS OF EVALUATION	POINTS
---------------------	--------



• PRICE	80
• B-BBEE Status Level of contribution	20
Total	100

- A BBEE sworn affidavit can be submitted where

applicable.

- The points scored by a bidder in respect of the B-BBEE will be added to the points scored for price:

e. Joint Ventures, Consortiums & Trusts

- A trust, consortium or joint venture, will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points on evaluation of their B-BBEE status level as an unincorporated entity, provided that the entity submits their requisite, consolidated B-BBEE scorecard as if they were a group structure and on condition that such a consolidated B-BBEE scorecard is prepared for every separate bid application.
- Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The College will accept signed agreements as satisfactory proof for the existence of a joint venture and/or consortia arrangement.
- Joint venture and/or consortia agreements must clearly set out the roles and responsibilities of the lead partner, alongside the joint venture and/or consortium. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortia arrangement.

f. Claim B-BBEE Points

Prospective bidders who wish to qualify for and claim preferential points are obligated to fully comply with regulations 3 of the PPPFA Regulation in so far as it pertains to B-BBEE points claim.

PART D – CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the College is prepared to enter into a contract with the successful Bidder(s).
- The bidder submitting the General Conditions of Contract to the College together with its bid, duly signed by an authorised representative of the bidder.



2. SPECIAL CONDITIONS OF CONTRACT

The College reserves the right to:

- a) Award this tender to any bidder that did not score the highest (cumulative total) number of points and only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
- b) Negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including pricing without offering the same opportunity to any other bidder(s) who had not been awarded the status of a preferred bidder;
- c) Accept any part of a tender in lieu of the whole tender;
- d) Carry out at its discretion, site inspections, product evaluations or facilitate explanatory meetings in order to verify the nature and quality of the services offered by the potential bidders, either before, during or subsequent to adjudication of the Bid;
- e) Correct mistakes during any stage of the tender evaluation process which may already have been apparent in the bid documents or subsequently occurred during any stage of the tender evaluation process;
- f) At any stage during the evaluation of bids, cancel and/or terminate the tender process, even subsequent to the tender closing date and/or after presentations by selected bidders have been made, and/or after tenders have been evaluated and/or after the preferred bidders have as such been notified of their status; and
- g) Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.

3. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

4. DECLARATION

Bidders as part of their respective technical responses, are required to declare the following and confirm that they will:

- a) At all times for the duration of the tender, act honestly, fairly and with due skill, care and diligence in the best interest of the College;
- b) Manage, effectively utilise and apply the resources, procedures and appropriate technological systems to ensure the proper performance of the services for the duration of the tender;
- c) Act with circumspection and treat the College fairly in all situations where conflicting interests may become apparent;
- d) Comply with all applicable statutory or common law requirements related to the conduct of its business;



- e) Make adequate disclosures regarding relevant and material information, including the disclosure of actual or potential interests the company may acquire, in relation to its dealings with the College;
- f) Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender;
- g) Conduct business activities transparently and consistently uphold the interests and needs of the College as a client, before any other consideration; and
- h) Ensure that for the duration of the tender no information acquired from the College will be utilised and/or disclosed to any third party/ies unless written consent from the College has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION & FRAUD

The College reserves the right to disqualify any potential bidder who either itself, or through any of its members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the College or any other College organ or entity and whether from the Republic of South Africa or otherwise ("College "):

- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) Seeks any assistance, other than assistance officially provided by a College, from any employee, advisor or other representative of a College in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the College;
- c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the College's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a College;
- d) Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a College;
- e) Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the College;
- f) Has in the past engaged in any matter referred to above; or
- g) Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidder, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT



- a) The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the College relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with said bidder.
- b) It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the College against the bidder notwithstanding the conclusion of the Service Level Agreement between the College and the bidder for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the contents of the Service Level Agreement will prevail.

7. PREPARATION COSTS

- a) The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bidding process.
- b) Furthermore, no statement in this bid will be construed as placing the College, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their responses to this bid.

8. INDEMNITY

- a) If a bidder breaches the conditions of this bid and as a result of that breach, the College incurs costs or damages (including, without limitation, the cost(s) of any investigations, procedural impairment, repetition of all- or any part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), the bidder then indemnifies and holds the College harmless from any and all such costs which the College may incur and for any damages or losses the College may suffer.

9. PRECEDENCE

- a) This document will prevail over any information provided during any stage whether oral, electronically or written, unless such written information provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

- a) A bidder participates in this bid process entirely at its own risk and cost. The College shall not be liable to compensate a bidder on any grounds whatsoever, for any costs incurred or any damages suffered as a result of the Bidder's participation in this bidding process.

11. TAX COMPLIANCE

- a) No tender shall be awarded to any bidder which is not tax compliant. The College reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at



the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the College, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

- b) The College further reserves the right to cancel a contract with a successful bidder if such a bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS & RESTRICTED SUPPLIERS

- a) No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters maintained by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.
- b) The College reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another organ of state.

13. CONFIDENTIALITY

- a) Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the College's examination and evaluation of a tender.
- b) No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the College remain proprietary to the College and must be promptly returned to the College upon request, together with all copies, electronic versions, excerpts or summaries thereof or work consequently derived there from.
- c) Throughout this bid process and thereafter, bidders must secure the College's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

14. PROPRIETARY INFORMATION OF THE COLLEGE

- a) Bidders will declare in their respective bid cover letters that they did not have access to any College proprietary information, or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

15. COPYRIGHT

- a) All copyright and all intellectual property rights in respect of any documents and materials (works) developed by the service provider during this project, will vest in the College.
- b) The College will have the right to release the works under an appropriate copyright license, including an open licence that will allow any individual, official, company, agency or organisation to use or modify the works for any purpose as stated in the open licence.



16. RESPONSIBILITY OF SUB-CONTRACTORS & BIDDER'S PERSONNEL

- a) A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.
- b) In the event that the College allows a bidder to make use of sub-contractors, the actions and activities of such sub-contractors will at all times remain the responsibility of the bidder and the College will not under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

17. SERVICE LEVEL AGREEMENT

- a) Subsequent to the College's decision on awarding the tender the successful bidder may be required to sign a Service Level Agreement aimed at regulating the specific terms and conditions applicable to the services required by the College and as far as possible.
- b) The College reserves the right to revise and amend any part of the proposed Service Level Indicators during the course of contract with a bidder.
- c) The College reserves the right to accept or reject additional service proposals, proposed by a successful bidder.

18. PRICING

- a) The College requires bidders to provide a detailed price schedule in support of the declared price.
- b) Failure to have the Price Declaration of this tender document completed and signed, or signed by a duly authorised person, will constitute non-commitment by the Bidder, and the bid may be invalidated.
- c) A detailed price break-down of the Total Cost of Ownership (TCO) must be provided to support the Price Declaration of this tender.
- d) All prices must be quoted in South African Rands and be inclusive of all costs and applicable taxes (inclusive of Value Added Tax (VAT) etc.).
- e) The College reserves the right to only accept part of the submitted bid by a Bidder.

19. OTHER IMPORTANT MATTERS TO NOTE

- a) The College reserves the right to conduct background/probity check on key management of the bidder.
- b) The College reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.
- c) The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.
- d) The College will not be liable to reimburse any costs incurred by the bidder during this tender process.



- e) Bidders must identify and disclose any conflict or perceived conflict of interest caused by current assignments, relationships or other dealings, and indicate how such conflicts would be addressed.
- f) Only one proposal per bidder can be submitted.

20. SUBMISSION QUALITY CHECKLIST

A checklist below which is not mutually exclusive has been provided to highlight some of the important documents which must be included/ submitted with the Request for Proposal

1	Covering letter
2	Tender Document fully completed and signed where applicable together with the National Treasury General Conditions of Contract initialled on each page
3	Bid submission responsive to requirements stated in the Terms of Reference and Evaluation Criteria
4	Detailed Price Schedule in support of Declared Price (annexure A)
5	Bank Details
6	Company Profile illustrating core business
7	Valid B-BBEE Status Level Certificate / Sworn Affidavit
8	Proof of registration on National Treasury's Central Supplier Database (CSD)
9	SBD 4 – Declaration of Interest duly completed
10	SBD 6.1 – Preference Points Claim Form duly completed
11	SBD 8 – Declaration of Bidder's Past Supply chain Management Practices duly completed
12	SBD 9 – Certificate of Independent Bid Determination duly completed
13	Any disclosure with reference to completed SBD forms, by bidder (if applicable)
14	Proof of registration with Unemployment insurance Fund (UIF)
15	Letter of good standing from Department of labour as proof of workmen's registration for compensation for injuries or diseases (COIDA) cleaning/Hygiene services, ONLY this letter will be accepted.
16	Proof of registration with the registered bargaining council for cleaning/hygiene services
17	Provide a minimum of three (3) contactable references letters on current cleaning projects or executed successfully within the last 5 years.