



higher education
& training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



REQUEST FOR TENDER: KZNCETC 02/ 2021

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDERS, JOINT VENTURES FOR CLEANING SERVICES FOR PERIOD OF 24 MONTHS AT KWAZULU-NATAL COMMUNITY EDUCATION AND TRAINING COLLEGE.

TENDER BOX ADDRESS: KZN CETC, 1ST FLOOR 17 Kosi Place, Springfield Park, Durban,

1. BACKGROUND

- 1.1 The Kwazulu-Natal Community Education & Training (KZN CET) College came into existence on 1 April 2015 when the Public Adult Learning Centres (PALCs) migrated from the Provincial Education Departments (PEDs) to the CET Colleges, resorting under the Department of Higher Education and Training (DHET). The mandate of the college is to provide quality and relevant education and training programmes for youth and adults to improve their livelihoods. The College, through the Community Learning Centres, offer programmes that will ensure that learners attain skills that will enable them to either find employment or establish their own enterprises.

- 1.2 The College is situated in KwaZulu-Natal Province, South Africa. Governance of the College rests with the Council subject to the relevant statutes and policies. Management of the college consists of the Principal and Deputy Principals. The

CET College operates in accordance with the requirements, rules and regulations laid down in the following documents:

- 1.2.1 The Continuing Education and Training Act, Act 16 of 2006; and
- 1.2.2 National Norms and Standards for Funding Community Education and Training Colleges.

2. PURPOSE OF THE TENDER

The purpose of this document is inviting proposal for service providers who can provide cleaning services for Kwazulu-Natal Community Education and Training Colleges.

3. SCOPE AND DEFINITION OF WORK

Kwazulu-Natal Community Education & Training College requires a suitably qualified, experienced cleaning service provider to service on all cleaning needs. The service provider or company will comply with all relevant Government regulations as well as KZN CETC Terms and Conditions including the service level agreement.

The service provider is expected to provide “the work” will involve all cleaning, hygiene, vacuum, dusting, sweeping, mopping, polishing, strip, steam cleaning and window cleaning for the following centers:

- Amajuba (Asimthande) - 2 Cleaners
- Amajuba (Ilungeloletu) - 1 Cleaner (Osizweni)
- Amajuba (Ilungeloletu) - 2 Cleaners (Vrey)
- Harry Gwala (Bhongweni) - 1 Cleaners
- uMkhanyakude (121 battalion) - 1 Cleaner
- uThukela (Bekezela) - 1 Cleaner
- eThekwini (Dokkies) - 2 Cleaners
- eThekwini (Enduduzweni) - 1 Cleaner
- Central Office (17 Kosi Place - 1 Cleaner
Umngeni Business Park,
Springfield

The tenderer shall provide adequate staff in his or her tender price to ensure that the whole area is kept clean on a daily. Tenderers are required to submit a full service and equipment proposal setting out how they propose to meet the specific requirements as set out.

This minimum requirement, however, the tenderer is required to submit their own proposal working schedule and hours. The tenderer will be required to report to the KZN CET College contract supervisor weekly. A weekly log of hours worked will be recorded and submitted to the KZN CET College centre manager who will supervise the provision of this service.

Kwa Zulu- Natal Community Education & Training College Schedule:

Schedule	Minimum number of staff members	Number of days per weeks	Minimum working hours per day
Monday to Friday	As per specification	-	8

Capacity of Tenderer

Tenderers must submit the proposals including CVs of the proposed personnel and management and confirming that they are able to meet specifications or scope of work required by the College together with details of equipment being provided for the performance of the services.

Tenderer must provide evidence of appropriate employer's and public liability insurance to cover the risk of injury to the provided staff or any third parties such as College's staff or member of the public that may be injured accidentally during cleaning operations.

Health and Safety requirements COVID19

The bidders who undertake to do the work must comply with all COVID19 regulations. Guidelines shall be complied with and it is the responsibility of the bidder to ensure that they are familiar with all COVID19 regulations.

4. DURATION

The contract will be valid after awarding to the service provider with service level agreement for period of 24 months.

5.TASK DIRECTIVE-DELIVERABLES

The KZN CET College will brief the successful bidder on the specific dates of commencement and service delivery addresses.

Minimum cleaning equipment.

Recommended minimum cleaning equipment quantity (Shall be determined by the tenderer)

- Black bags for collection of waste.
- Cleaning Chemicals
- Caddy 33 MW
- Cleaning Equipment
- 33 LT Mopping Trolley with wringer
- Caddy and accessory bucket
- Wet and Dry Vacuum

EVALUATION CRITERIA

6. MANDATORY BID DOCUMENTS

6.1 The College has set minimum standards that bidders need to meet before proceeding to evaluation and selection as the successful.

6.2 The minimum standards consist of the following criteria:

Pre-qualification Criteria (Phase 0)	Technical Evaluation Criteria (Phase 1)	Price and B-BBEE Evaluation (Phase 2)
Bidders must submit all documents as outlined in paragraph 6.3 below. Only bidders that comply with ALL these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of 70 points out of 100 points to proceed to Phase 2 (Price and B-BBEE considerations).	Bidders will be evaluated out of 100 points and Phase 2 will only apply to bidders who have met and/or exceeded the threshold of 70 points.

6.3 Phase 0: Pre-Qualification Criteria:

6.3.1 Without any limitation in respect of the College's other critical requirements relevant to this Bid, prospective bidders must submit all the documents listed in **the table** below:

Table: Documents to be submitted for pre-qualification:

Document that must be submitted	YES/NO	Non-submission may result in disqualification
Invitation to Bid - SBD 1		Complete and sign the attached <i>pro-forma</i> document
Tax Status Tax Clearance Certificate - SBD 2		<ul style="list-style-type: none"> i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status. ii. Proof of Registration on the Central Supplier Database and Central Supplier Database Application Summary iii. Vendor number iv. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.

Document that must be submitted	YES/NO	Non-submission may result in disqualification
SBD 3 Price Proposal		Pricing proposal <ul style="list-style-type: none"> i. SBD 3.1 ii. SBD 3.2 iii. SBD 3.3
Declaration of Interest - SBD 4		Complete and sign the attached <i>pro-forma</i> document.
Declaration of Bidder's Past Supply Chain Management Practices -		Complete and sign the attached <i>pro-forma</i> document (SBD 8).
Certificate of Independent Bid Determination		Complete and sign the attached <i>pro-forma</i> document (SBD 9).
Registration on the Central Supplier Database (CSD)		<ul style="list-style-type: none"> i. The bidder must be registered as a service provider on the Central Supplier Database (CSD). If not registered proceed with completing the company registration prior to submission of the proposal. Visit https://secure.csd.gov.za/ to obtain a vendor number. ii. Submit proof of registration. iii. Submit the proof of CSD registration application (with CSD number and Unique reference number)
Pricing Schedule		Submit full details of the pricing proposal in a separate envelope
Other documents		<ul style="list-style-type: none"> i. Company Registration ii. BBBEE certificate accredited by and verified accredited agency or sworn Affidavit. iii. Complete and signed KZN CET College Supplier Vendor Form. iv. Proof of bank details v. Company Profile with traceable reference (evidence for similar tenders) vi. Municipal Accounts (latest bill not later than 3 months) vii. ID documents for Directors / Members Qualification and CV for cleaning staff. viii. Sectorial Minimum wage determination schedule. ix. Valid proof of certificate: Contract Cleaning Bargaining Council.

- 6.3.2 Each document must be completed and signed by the duly authorised representative on behalf of the prospective bidding company.
- 6.3.3 During this phase bid responses will be evaluated with emphasis placed on documentary compliance with the listed administrative and mandatory bid requirements.
- 6.3.4 Bidders' proposal will be disqualified as a result of non-submission and completion of the listed documents.

6.4 Phase 1: Technical Evaluation Criteria = 100 points: Functionality Criteria

- 6.4.1 All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.
- 6.4.2 Only Bidding companies that have fully met the Pre-Qualification Criteria in Phase 0 will accordingly be evaluated in Phase 1 for determination of functionality.
- 6.4.3 Bidding companies will be evaluated on an overall score of 100 points.
- 6.4.4 The College as part of on-site reference checks for allocating points, will at its own discretion choose a site at one of the bidding company's clients for validation of the services rendered. The choice of site will remain College's sole discretion.
- 6.4.5 Bidders are required to score a minimum of **70 points** to proceed to **Phase 2: Evaluation for Pricing and B-BBEE** status.
- 6.4.6 **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

Technical Evaluation (Functionality Criteria)

Technical Evaluation Criteria.	Measure	Scoring Guide
Sectorial Minimum wage Determination	<ul style="list-style-type: none"> • Supplier did not submit proof of compliance with Contract Cleaning Sectorial Minimum 	

	<p>Wage – will score Zero.</p> <ul style="list-style-type: none"> • Supplier submitted compliance with Contract Cleaning Sectorial Minimum Wage 	10 points
<p>A valid proof for registration with statutory bodies: Contract cleaning Bargaining Council (e.g., NCCA or BEECA)</p>	<ul style="list-style-type: none"> • Supplier submitted a valid certificate. • Supplier did not submit the valid certificate – obtain zero. 	30 points
<p>Bidder to provide at least three (3) detailed letters from previous Tender with company header. Indicating the scope of work done, period of contract in months /years and provide the company profile stipulating number of years the company has been operating as cleaning company.</p>	<ul style="list-style-type: none"> • 3 and more letters plus company profile – 30 points • 2 and more letters plus company profile – 20 points • 1 and more letter company profile – 10 points • No letter and company profile – scored zero 	30 points
<p>Based on the experience with reference to the attached letters provided by the bidders</p>	<ul style="list-style-type: none"> • 5 years and more experience – 10 points 	10 points

	<ul style="list-style-type: none"> • 4 years and more experience – 8 points • 3 years and more experience – 6 points • 2 years and more experience – 4 points • 1 years and more experience – 2 points • No experience – zero points 	
Compliance with tender specifications (Yes / No)	<ul style="list-style-type: none"> • 100% compliance to the specification • Not complying with 100% specifications 	20 points
Total points		100

6.5 Phase 2: Price and B-BBEE Evaluation (80 + 20) = 100 points:

6.5.1 Only prospective bidders that have attained the **70-points allocation** threshold in phase 1 will subsequently progress for evaluation in phase 2 in relation to pricing options and B-BBEE qualification criteria.

6.5.2 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)* and *College SCM policy*, responsive bids will be adjudicated on the **80/20 (Below R 1 Million inclusive applicable taxes)** 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**).

6.5.3 Phase 2 - Price Evaluation (80 Points): example of 80-20 principle below

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

6.5.4 Phase 2 - B-BBEE Evaluation (20 Points):

6.5.4.1 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

- 6.5.4.2 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 or Affidavit.
- 6.5.4.3 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.
- 6.5.4.4 The points scored by a bidder in respect of the B-BBEE will be added to the points scored for price:

AREAS OF EVALUATION	POINTS
• Price	80
• B-BBEE Status Level of Contribution	20
Total	100

6.5.5 Joint Ventures, Consortiums and Trusts:

- 6.5.5.1 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.
- 6.5.5.2 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.
- 6.5.5.3 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.
- 6.5.5.4 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.

7. SUBMISSION OF PROPOSALS

7.1 Bid documents must be placed in the College's tender box situated at KZN CTC, 1st floor, 17 Kosi Place, Springfield Park, Durban on or before the closing date and time.

Closing Date: 10 March 2021

Closing Time: 11:30 am

7.2 Bid documents will only be considered if hand delivered to the College before or on the closing date and time. Due the Covid19, should it not be practical to hand deliver to the premises, the College will communicate submission means.

7.3 A nominee on behalf of the bidder may make enquiries in writing, before the closing date of the Bid, until 10 March 2021, to the College via email at SCM@KZN.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.

CONDITIONS

8. GENERAL CONDITIONS OF CONTRACT

Subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):

8.1.1 The bidding party accepting the terms and conditions as contained in the General Conditions of Contract as the minimum terms and conditions on which the College is prepared to enter a contract with the successful Bidder.

8.1.2 The bidder submitting the General Conditions of Contract to the College together with its bid, has ensured that the document has duly been signed by an authorised representative on its behalf.

9. SPECIAL CONDITIONS OF CONTRACT

The College reserves the right to:

- 9.1 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).
- 9.2 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.
- 9.3 Accept any part of a tender in lieu of the whole tender.
- 9.4 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.
- 9.5 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.
- 9.6 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
- 9.7 Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.

10. DECLARATION

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

- 10.1 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.
- 10.2 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.
- 10.3 Act with circumspection and treat the College fairly in all situations where conflicting interests may become apparent.

- 10.4 Comply with all applicable statutory or common law requirements related to the conduct of its business.
- 10.5 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.
- 10.6 Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender.
- 10.7 Conduct business activities transparently and consistently uphold the interests and needs of the College as a client, before any other consideration; and
- 10.8 Ensure that for the duration of the tender no information acquired from the College will be utilised and/or disclosed to any third party/is unless written consent from the College has been obtained to do so.

11.CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 11.1 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 "):
 - 11.1.1 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.
 - 11.1.2 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.
 - 11.1.3 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.

11.1.4 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.

11.1.5 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.

11.1.6 Has in the past engaged in any matter referred to above; or

11.1.7 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.

12. LIMITATION OF LIABILITY

12.1 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.

13. TAX COMPLIANCE

13.1 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.

13.2 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.

14. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 14.1 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.
- 14.2 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.

15. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 15.1 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.
- 15.2 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.

16. SERVICE LEVEL AGREEMENT

- 16.1 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.
- 16.2 The College reserves the right to revise and amend any part of the proposed Service Level Indicators during contract with a bidder.
- 16.3 The College reserves the right to accept or reject additional service proposals, proposed by a successful bidder.

17. PRICING

- 17.1 The price quoted must be a fixed price including all delivery cost for the work will involve all Cleaning, hygiene, vacuum, dusting, sweeping, mopping, polishing, strip, steam cleaning and window cleaning. For the duration of the contract and must include all related costs (travel, accommodation, equipment, and data communication).
- 17.2 Price must be VAT inclusive and quoted in South African Rand.
- 17.3 Details of the cost/fee breakdown for all the services to be rendered must be submitted in a sealed envelope with the rest of the documentation.