



## higher education & training

Department:  
Higher Education and Training  
REPUBLIC OF SOUTH AFRICA

North West  
Community Education & Training College



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### REQUEST FOR TENDER

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER THAT WILL GRANT THE NORTH WEST COMMUNITY EDUCATION AND TRAINING COLLEGE ACCESS TO SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PERSONNEL SUITABILITY CHECKS (PRE-EMPLOYMENT SCREENING) FOR A PERIOD OF THREE YEARS**

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RFP NUMBER: **NWCETC 003/ 2025**

Date Issued: **21 August 2025**

Closing date and time: **22 September 2025 at 11:00**

Bid Validity Period: **90 days**

#### TENDER BOX ADDRESS:

North West Community Education and Training College

45 Van Velden street,

Brits

0250

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## **REQUEST FOR TENDER**

### **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER THAT WILL GRANT THE NORTH WEST COMMUNITY EDUCATION AND TRAINING COLLEGE ACCESS TO SCREENING SOFTWARE FOR THE PURPOSE OF CONDUCTING THE PERSONNEL SUITABILITY CHECKS (PRE-EMPLOYMENT SCREENING) FOR A PERIOD OF THREE YEARS**

The North West Community Education and Training college is requesting potential service providers to submit proposals for a tender to provide the services of conducting the personnel suitability checks/pre-employment screening for a period of three years to the college.

## **PART A – INFORMATION ON THE TENDER**

### **1. BACKGROUND**

- 1.1 On the of December 2006, the Cabinet approved a new national vetting strategy for country. The decision included, among others, that Vetting Field Unit (VFU) be established in government Colleges. The effect of the new vetting strategy is that the process is decentralised to individual Colleges. Cabinet approved that the vetting strategy be implemented on a phased-in approach.
- 1.2 It is further illustrating that besides a range of other interventions which will be attended to by the State Security Agency (SSA), the following human resource management- related interventions within the College should proceed with:
  - The implementation of personnel suitability checks (PSCs) in respect of all candidates selected for appointment or deployment to a post.
  - The establishment vetting fieldwork units (VFUs) in government Colleges.
- 1.3 The North West Community Education and Training College is in the process of establishing a Vetting Field Unit (VFU) as set out in terms of the



National Vetting Strategy, the National Strategic Intelligence Act 39 of 1994 as well as the General Intelligence Act 11 of 2013.

- 1.4 As a result of the Function Shift migration strategy which resulted in the College inheriting a staff complement of at least 38 000 00 plus employees.
- 1.5 The personnel suitability checks contemplated in the Regulation 57(1) (c) of Public Service Regulations, 2016.

## **2. THE PURPOSE OF THE TENDER IS TO:**

- 2.1 Appoint a suitable service provider to conduct the personnel suitability checks/pre-employment screening in the North West Community Education and Training College.

## **3. SCOPE AND DEFINITION OF WORK**

- 3.1 The College requires a service provider to grant access from a web-system to conduct personnel suitability checks on personnel.
- 3.2 The system must be able to generate reports for users who access its system, checking for results and background information, including management reports.
- 3.3 The pre-employment security screening should be conducted in line with the relevant legislations, such as requiring the signed consent of individual prior to the checks being conducted.
- 3.4 The information in relation to pre-employment security screening and security clearance results must be handled with highly confidentiality it deserves.
- 3.5 The security clearance results should be submitted to the North West Community Education and Training College within three to five working days.
- 3.6 A "record" of one result for a person will be expected from the appointed service provider.
- 3.7 The College will be submitting request for the security screening checks in batches or in bulk submissions.

- 3.8 Service provider must provide training to the College staff on how to operate and access the system every three months for a period of four years **(NB: only if there are changes or upgrades on the system)**. The number of people to be trained will be determined by the need identified by the College
- 3.9 The service provider must comply with the POPIA Act when conducting personnel suitability checks.
- 3.10 Background Screening is also known as **Background Checks, Personnel Suitability Checks** and **Probity Checks**. This is the process of looking up and authenticating various pieces of personal and confidential information on an individual or an organisation
- 3.11 The background screening shall cover but not limited the areas set out below:
- 3.11.1 Credit/Financial record checks.  
The service provider should provide information (comprehensive consumer credit checks) personnel consumer records and any history of insolvency or sequestration, where applicable.
- 3.11.2 Fraud listing  
Accordingly, all relevant fraud listing registers and bank statements must also be checked for this purpose
- 3.11.3 Criminal records checks  
Using individual fingerprints, the service provider must check on whether a candidate has criminal record with the South African Police Service or not. Where there is a criminal record the service provider will also provide details of the record concerned (including foreign nationals).
- 3.11.4 Citizenship verification (ID Verification)  
The service provider will be required to validate personnel identity numbers, as well as confirm that the identity numbers belong to the persons concerned. Personnel's status within the College of Home Affairs' Population Register must also be confirmed on such aspects as marital status, deceased or alive, etc.
- 3.11.5 Permanent Residence and Work Permits  
In the case of personnel who have permanent residence permit and/or work permits the service provider will be required to verify the validity of these permits.

- 3.11.6 Qualification Verification (matric and tertiary)  
Personnel qualifications are required to be verified by the service provider with the institution from which they were obtained.
- 3.11.7 Employment History  
The service provider must check various pieces of personal and confidential information on an individual or organisation. Verify whether an individual or organisation is being truthful and transparent about their credentials.
- 3.11.8 Social Media Checks  
Follow up on persons of interest on their social media interest accounts to do lifestyle audit.
- 3.11.9 Driver's licence checks, vehicle accident history and ownership  
Where personnel have drivers licence the service provider will verify whether these licences are valid.
- 3.11.10 Comprehensive Business Interests Reports  
The service provider must investigate any, and/or all business interest that personnel may have, including but not limited to, company contracts with government, corporate directorship, shareholding, trusteeships, trade lists. South African Revenue Service (SARS) Database confirming VAT numbers, and financial year-end, principal details, including a list of their associated companies, current and previous. Active principals, including ID verification, judgements as well as current and previous business interests. Non-active principals' names, ID numbers, appointment dates, designations, interests, and share size, as well as addresses, etc.
- 3.11.11. Psychometric testing and skill assessments  
The service provider must have capacity to provide psychometric testing and skill assessments when required to do so by the College.

**NB: On background screening system the College will only pay as per the use of the activities (i.e., per search)**

3.12 Maintenance, Subscription, Support and Data

3.12.1 Maintenance service plan

Comprehensive maintenance plan and clear detailed description of support functions to the NW CET College.

3.12.2 Subscriptions

Proof of subscription in a form of a letter should be submitted with the proposal with detailed quote of possible escalation for the duration of the contract.

3.12.3 Support (e.g., programme)

As per paragraph 3.12 detailed works break down during support by the service provider.

3.12.4 Upgrade

The upgrade plan with possible escalation fees should be outlined in detailed.

3.12.5 Licence fee (must be line with national tariffs)

NW CET College would like to have a valid copy of the licence with rights and detailed quote of possible escalation for the duration of the contract.

**NB: All escalations must be based on the Consumer Price Index (CPI)**

#### **4. DELIVERABLES**

4.1 Efficient functional background screening system, including maintenance.

4.2 The appointed service provider will be expected to respond on the outcome results within three to five working days.

4.3 The appointed service provider should submit a detailed analytical report monthly inclusive of data spread sheet

- 4.4 This information can be used to verify whether an individual or organisation is being truthful and transparent about their credentials. In turn, this becomes a pro-active step in reducing risk based on the information.
- 4.5 **Background checks** must be conducted on individuals both in Southern Africa and internationally.
- 4.6 The background screening system must be operational at all times for the duration of the contract.
- 4.7 The relevant service provider must have a national footprint to service on requirements such as fingerprints
- 4.8 The service provider should provide accurate and credible information and The College will reserve it rights to hold the service provider. accountable in instances where inaccurate information was provided.
- 4.9 In terms of **Public Service Act no. 1994** the College is prohibited in entering into a contract with a service provider with personnel/directors that are working in the state.
- 4.10 The service provider must ensure that adequate resources are made available to provide an efficient and effective services to the College.

## 5. APPROPRIATE QUALIFICATIONS, EXPERIENCE, SKILLS AND KNOWLEDGE

### 5.1 ***Company Experience***

- 5.1.1 A service provider must have a minimum of 5 years' experience in delivering projects of Individual, Companies, and government screening tenders. The number of contracts that are/were held which can be current or previous and can be listed as follows by:

Name/s, Value/s, Year/s and references

#### 5.1.2

### 5.2 ***Experience (Capacity & Qualification)***

- 5.2.1 Project manager must be in place
- 5.2.2 CV of project manager that clearly indicates the experience inclusive of IT and software knowledge
- 5.2.3 Certified relevant Tertiary qualifications equivalent to NQF 7

- 5.3 The service provider to submit a workplan that clearly demonstrates the approach the service provider is going to take in delivering the services required by the College· move to exhibits
- 5.4 Proof of address of premises where the service provider where all the equipment, facilities and experienced staff will/are housed to handle the College obligations. Move to exhibits

**6. DURATION OF THE CONTRACT**

- 6.1 The successful bidder will be appointed to render the requisite service portfolio for a maximum period of three (3) years after signing the contract.
- 6.2 Work will commence upon issuing of the purchasing order and finished after three (3) years.

## **B – LEGISLATIVE FRAMEWORK**

### **1. TAX LEGISLATION**

- 1.1 Bidders must be vigilant of compliance measures and requirements when submitting a proposal to the College and remain compliant in terms of all applicable tax legislation for the entire contract period, including but not limited to the application parameters of the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 1.2 It is a pre-condition of this bid document that the tax affairs of the successful bidder will be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) in meeting the bidder's pending tax obligations.
- 1.3 The relevant tax compliance status requirements are also applicable to any foreign bidders / individuals who wish to participate during the bidding process.
- 1.4 It is a requirement that bidders when submitting a bid, provide written confirmation that SARS may on an ongoing basis and for the duration of the tenure of the contract, disclose the bidder's tax compliance status. By the very act of submitting a bid, such a confirmation therefore is also deemed to have been granted by the potential bidder.
- 1.5 Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to the submission of bidding documentation and National Treasury will accordingly verify the bidder's tax compliance status through screening of the requisite information provided on the Central Supplier Database.
- 1.6 Where consortia / joint ventures and/or sub-contractors are involved in the bidding process, each party must be registered individually on the Central Supplier Database and their tax compliance status will accordingly be verified by National Treasury through the Central Supplier Database.

### **2. PROCUREMENT LEGISLATION**

- 2.1 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**

- 3.1 Bidder(s) should at all times 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**

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

Activity	Due Date
Advertisement of the bid via the College e-tender portal / College's website / Tender Bulletin	<b>21 August 2025</b>
Questions related to the bids received from bidder(s)	<b>Up to 17 September 2025 at 16:30</b>
Compulsory briefing session	<b>10 September 2025 at 10:00</b>
The bid closing date	<b>22 September 2025 at 11:00</b>

- 1.2 All dates and times in this bid are determined in accordance with South African standard time.
- 1.3 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**

- 2.1 A nominee on behalf of the bidder may make enquiries in writing, up and until **17 September 2025 at 16:30**, to the Directorate: Deputy Principal CORP, via email at Serai.t@dhet.co.za. The delegated office of the College is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.
- 2.2 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 bid proposal, during the period commencing from the bid closing date and that of awarding of the tender is strongly discouraged.

- 2.3 All communication between Bidders and the College must be provided in writing.
- 2.4 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, outdated and/or incomplete.
- 2.5 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 the closing date with the aim of affording the College an opportunity to consider the issue(s) and where required, take the requisite corrective action.
- 2.6 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.
- 2.7 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**

- 3.1 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**

- 4.1 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 shall 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**

- 5.1 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.
- 5.2 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 of Trade and Industry, be determined during such an enquiry/investigation, 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**

- 6.1 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

- 7.1 Bid documents must be placed in the College's tender box situated in **NW CET College Parking, 45 Van Velden Street, Brits, 0250** (Opposite Brits Magistrate Court) on or before the closing date and time.

Closing Date: **22 September 2025**

Closing Time: **11:00 am**

- 7.2 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.
- 7.3 Bidder(s) are required to submit 2 copies of each file, (one (1) original and (1) copy). Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 7.4 Bidders are requested to initial the bottom right-hand corner of each page of the tender document. On pages where bidders are required to provide full signatures, initialling at the bottom of these pages is not required.

## 8. MANDATORY BID DOCUMENTS

- 8.1 The College has set minimum standards that bidders need to meet as a precursor to evaluation and selection as the successful.
- 8.2 The minimum standards consist of the following criteria:

<b>Pre-qualification Criteria (Phase 0)</b>	<b>Technical Evaluation Criteria (Phase 1)</b>	<b>Price and B-BBEE Evaluation (Phase 2)</b>
Bidders must submit all documents as outlined in paragraph 1.3 below. Only bidders that comply with <b>ALL</b> these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of <b>80 points</b> 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 <b>80 points</b> .

### 8.3 Phase 0: Pre-Qualification Criteria:

- 8.3.1 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 for bidder [each legal persona of consortium/JV ] and each subcontractor	YES/NO	Non-submission may result in disqualification
Permission in terms of POPI Act to utilise information contained in documents for procurement purposes		Complete and sign the attached <i>pro-forma</i> document
Invitation to Bid – <b>SBD 1</b>		Complete and sign the attached <i>pro-forma</i> document
Tax Status <b>SBD 2</b>		<ul style="list-style-type: none"> <li>i. Written confirmation that SARS may on an ongoing basis during the period of the contract disclose the bidders tax compliance status.</li> <li>ii. Proof of Registration on the Central Supplier Database</li> <li>iii. Vendor number</li> <li>iv. In the event where the bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</li> </ul>
Declaration of Interest – <b>SBD 4;</b>		Complete and sign the attached <i>pro-forma</i> documents.
Preference Points Claim <b>SBD 6.1</b>		Complete and sign the attached <i>pro-forma</i> document
Registration on the Central Supplier Database ( <b>CSD report</b> )		<ul style="list-style-type: none"> <li>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 <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain a vendor number.</li> <li>ii. Submit proof of registration.</li> </ul>
<b>Pricing Schedule (Bidder only)</b>		Submit full details of the pricing proposal in a separate envelope

8.3.2 Each document must be completed and signed by the duly authorised representative on behalf of the prospective bidding company.

8.3.3 During this phase bid responses will be evaluated with emphasis placed on documentary compliance with the listed administrative and mandatory bid requirements.

8.3.4 Bidders' proposal shall be disqualified as a result of non-submission;

8.3.5 Bidders' proposal may be disqualified as a result of non-completion of the listed documents.

#### **8.4 Phase 1: Technical Evaluation Criteria = 100 points:**

8.4.1 All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.

8.4.2 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.

- 8.4.3 Bidding companies will be evaluated on an overall score of 100 points.
- 8.4.4 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.
- 8.4.5 Bidders are required to score a minimum of 80 points to proceed to Phase 2: Evaluation for Pricing and B-BBEE status.
- 8.4.6 Phase 1: Technical Evaluation Criteria: The bidders' information will be scored according to the points determination system.

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

8.5.1 Only prospective bidders that have attained the 80 points allocation threshold in phase 1 will subsequently progress for evaluation in phase 2 in relation to pricing options and B-BBEE qualification criteria.

8.5.2 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)*, responsive bids will be adjudicated on the 80/20 (*R1 million to a maximum 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).

8.5.3 **Stage 1 - Price Evaluation (80 Points):**

Criteria	Points
<b>Price Evaluation</b> $Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$	<b>80</b>

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

- Ps - Points scored for comparative pricing of the bid submitted for consideration  
Pt - Comparative pricing of the bid under consideration  
Pmin - Comparative pricing of the lowest acceptable bid

8.5.4 **Stage 2 - B-BBEE Evaluation (20 Points):**

- 8.5.4.1 **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)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 8.5.4.2 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.
- 8.5.4.3 Non- submission of a **BBBEE** certificate will result in a zero (0) score on B-BBEE.
- 8.5.4.4 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	<b>80</b>
• B-BBEE Status Level of Contribution	<b>20</b>
<b>Total</b>	<b>100</b>

### 8.5.5 Joint Ventures, Consortiums and Trusts:

- 8.5.5.1 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.
- 8.5.5.2 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.

- 8.5.5.3 Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The College will accept valid signed agreements as proof for the existence of a joint venture and/or consortia arrangement.
- 8.5.5.4 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.

#### **8.5.6 Claim B-BBEE Points:**

- 8.5.6.1 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.

#### **8.5.7 Sub-contracting as a requirement: (compulsory for requests that are above R30m):**

- 8.5.7.1 9(9) "...the successful tenderer must have sub-contracting arrangement of a minimum of 30% of the value of the contract to an enterprise which is an Emerging Macro Enterprise (EME) or Qualifying Small Enterprise (QSE) which is at least 51% owned by black people with the capability and ability to execute the sub-contract."

#### **8.5.8 Optional Sub-contracting: (Regulation 6(5) of the Preferential Procurement Regulations, 2017):**

- 8.5.8.1 6(5) "A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, UNLESS the intended subcontractor is an EME that has the capacity to execute the subcontract."
- 8.5.8.2 "EME" means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1)



of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003).

## **PART D – SUBMISSIONS**

### **1. SUBMISSION OF PROPOSAL**

- 1.1 The two-envelope procedure must be followed for tender submissions.
- 1.2 The first envelope must clearly state TECHNICAL SUBMISSION, wherein the bidder should address all aspects of the required scope of services.
- 1.3 The second envelope must clearly state FINANCIAL SUBMISSION, wherein the bidder should include the proposed fee for the project.
- 1.4 Proposals must be submitted in hard copy format: One original and one copy.

### **2. CONTENT OF THE TECHNICAL SUBMISSION**

The technical submission should include the following:

- 2.1 Cover Page
- 2.2 Mandatory documents
- 2.3 Introduction and Executive Summary
- 2.4 Company and contact information of the bidder, including all parties/team members to the consortium where applicable
- 2.5 **Exhibit 1:**

#### ***2.5.1 Company Experience***

- Company should have a Minimum of 5 years' experience in delivering projects of Individual, Companies, and government screening tenders. The number of contracts that are/were held which can be current or previous
- Information should be submitted in a letterhead, the information should contain the following: -

No	Name of Government College	Total value of tender	Years of contract period	Names & Surnames	Contact number + email addresses
1.					
2.					
3.					
4.					
5.					

Reference letters should be submitted as proof.

## 2.6 Exhibit 2:

### 2.6.1 Experience of Project Manager (Capacity and Qualifications)

- CV of project manager that clearly indicates 5 to 10 years screening experience inclusive of IT and software knowledge
- Certified relevant Tertiary qualifications equivalent to NQF 7

## 2.7 Exhibit 3:

### **Methodology**

- Briefly describing the methodology
- Processes and procedures the company will use to deliver;
- A detailed project plan deploys to deliver background screening

## 2.8 Exhibit 4

The service provider must have a national footprint to service on requirements such as fingerprints

### 3. FINANCIAL SUBMISSION

- 3.1 The financial submission should include the proposed fee for the project over the *four (4) years* period.
- 3.2 The proposed fee should include any costs that will be incurred by the bidder, including travel and subsistence expenses. The total price or amount provided will be regarded as the cost of the project, including VAT and applicable taxes
- 3.3 The costing should be submitted using Annexure A

### 4. EVALUATION CRITERIA

- 4.1 The following table reflects the evaluation criteria that will be used in evaluating the technical submission.

No	Element	Weight
1	<b>Experience of a Project Manager (Capacity and Qualifications)</b> <b>Source:</b> Exhibit 2 <b>Guideline: Experience of a project manager</b> <ul style="list-style-type: none"> <li>CV of project manager that clearly indicates 5 to 10 years screening experience inclusive of IT and software knowledge</li> <li>10 years or more experience (20 points)</li> <li>8 - 9 or more Years' experience (15 points)</li> <li>7 - 8 Years' experience (10 points)</li> <li>5 - 6 Years' experience (5 points)</li> <li>Less than 5 years (0 point)</li> <li></li> </ul>	20
2	<b>Methodology and design - The evaluation methodology and approach to be employed including administration aspects of the project</b>  <b>Source:</b> Exhibit 3 <b>Guideline:</b> <ul style="list-style-type: none"> <li>Proposed methodology to be deployed addressing all requirements as per the terms of reference (40 points)</li> <li>Methodology addressing most of the requirements in the terms of reference (30 points)</li> <li>Methodology addressing the requirement partially (20 points)</li> <li>No methodology (0 point)</li> <li></li> </ul>	40
3	<b>Organisation profile and proven project evaluation experience of successfully completed projects of this kind and magnitude. (Attach reference letters)</b> <b>Source:</b> Exhibits 1, <b>Guideline:</b> <ul style="list-style-type: none"> <li>5 or more Clients past and current references - 20 points</li> <li>3 - 4 Clients past and current references - 16 points</li> <li>1 - 2 Clients past and current references - 10 points</li> </ul>	20

No	Element	Weight
	<ul style="list-style-type: none"> <li>No references – 0 point</li> </ul>	
4	<p>National Footprint</p> <p><b>Source:</b> Exhibits 4,</p> <p><b>Guideline:</b></p> <p>Footprint of offices in all provinces</p> <p>9 Provinces: 20 5 - 8 Provinces: 15 1 – 4 Provinces: 10 No National footprint: 0</p>	20
	<b>Total</b>	<b>100</b>

## PART E – CONDITIONS

### 1. GENERAL CONDITIONS OF CONTRACT

- 1.1 Any subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):
- 1.1.1 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 into a contract with the successful Bidder.
- 1.1.2 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.

### 2. SPECIAL CONDITIONS OF CONTRACT

The College reserves the right to:

- 2.1 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);
- 2.2 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;
- 2.3 Accept any part of a tender in lieu of the whole tender;

- 2.4 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;
- 2.5 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;
- 2.6 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
- 2.7 Award the tender to multiple bidders based either on organisational capacity, specialisation and size, as well as geographic considerations.

### **3. GOVERNING LAW**

- 3.1 South African law will in its full extent govern the Application parameters of this bid and the bid response process.
- 3.2 The bidder agrees to submit to the exclusive jurisdiction of the South African court system 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:

- 4.1 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;
- 4.2 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;
- 4.3 Act with circumspection and treat the College fairly in all situations where conflicting interests may become apparent;

- 4.4 Comply with all applicable statutory or common law requirements related to the conduct of its business;
- 4.5 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;
- 4.6 Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender;
- 4.7 Conduct business activities transparently and consistently uphold the interests and needs of the College as a client, before any other consideration; and
- 4.8 Ensure that for the duration of the tender no information acquired from the College will be utilised and/or disclosed to any third party/ies unless written consent from the College has been obtained to do so.

## **5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 5.1 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 "):
  - 5.1.1 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;
  - 5.1.2 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;
  - 5.1.3 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;

5.1.4 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;

5.1.5 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;

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

5.1.7 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.

## **6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

6.1 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.

6.2 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**

7.1 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.

- 7.2 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**

- 8.1 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**

- 9.1 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**

- 10.1 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.

**11. TAX COMPLIANCE**

- 11.1 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.



- 11.2 The College further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

## **12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

- 12.1 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.
- 12.2 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.

## **13. CONFIDENTIALITY**

- 13.1 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.
- 13.2 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 as a consequence derived there from.
- 13.3 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**

- 14.1 Bidders will declare in their respective bid cover letters that they did not have access to any Collegeal 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 AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS**

- 15.1 **All copyright and all other intellectual property rights in respect of any documents and materials (works) developed by the service provider during this project, shall vest in the College.**
- 15.2 The College will have the right to release the works under an appropriate copyright license, including an open license, 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 FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

- 16.1 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.
- 16.2 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.

17. **SERVICE LEVEL AGREEMENT**

- 17.1 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.
- 17.2 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.

- 17.3 The College reserves the right to accept or reject additional service proposals, proposed by a successful bidder.

## 18. **PRICING**

- 18.1 The price quoted must be a fixed price for the duration of the contract and must include all related costs (travel, accommodation, equipment, and data communication).
- 18.2 **Price must be VAT inclusive and quoted in South African Rand.**
- 18.3 Costing should be aligned with project activities / project phases.
- 18.4 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.

## 19. **OTHER IMPORTANT MATTERS TO NOTE**

- 19.1 The College reserves the right to conduct background/probity check on key management of the bidder.
- 19.2 The College reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of the bidder.
- 19.3 The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.
- 19.4 The College will not be liable to reimburse any costs incurred by the bidder during this tender process.
- 19.5 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.
- 19.6 Only one proposal per bidder can be submitted and must indicate a (period) implementation.

## **PART F – MONITORING AND REPORTING**

### **1. MONITORING**

- 1.1 All monitoring of the project will be conducted by the Directorate: Human Resource Management and Administration
- 1.2 A Project Management Team (Recruitment and Selection Team) will be established to facilitate the smooth implementation of the project and to ensure that the objectives of the project are met. The Recruitment and Selection Team will comprise officials from the College of Higher Education and Training and the Service Provider. Meetings will be arranged as per approved project plan.
- 1.3 The Service Provider should submit written progress reports monthly.
- 1.4 The College of Higher Education and Training would frequently schedule a meeting on quarterly basis to discuss the progress and any challenges encountered during the processes.

### **2. REPORTING**

- 2.1 The service provider will report to the Director: Human Resource Management and Administration, (his/her delegate) and submit work-in progress reports by email to the Office of the Director: Human Resource Management and Administration monthly.
- 2.2 For each deliverable, as identified in Part A – Information on the Tender, paragraph 4, the service provider will submit progress reports monthly to the College in line with approved timeframes in the project plan. The reports should be in MS Excel and submitted electronically to the Director: Human Resource Management and Administration.
- 2.3 In addition to the above and in conjunction with deliverables submitted, Quarterly meeting will be held to discuss the progress of the project and/or challenges if any.


### **3. LANGUAGE**

- 3.1 All correspondence including reports must be written in English.

#### **4. SUBMISSIONS/COMMENTS TIMING**

- 4.1 The submission of the project implementation plan, and project charter shall be submitted to the Director: Human Resource Management and Administration
- 4.2 Within 10 days after the commencement of the project for approval by the College.
- 4.3 Other reports shall be submitted as per the agreed project implementation plan.
- 4.4 The College, shall within 15 days of receipt of deliverables, notify the service provider/consultant/lead consultant/team leader of the approval or not of the deliverable.
- 4.5 The College shall, within 30 days of receipt of the final report [whatever the final deliverable is], notify the service provider/consultant/lead consultant/team leader of its decision concerning the final report [whatever the final deliverable is]. If the College does not give any comments on the final report [whatever the final deliverable is] within such time limit of 30 days, the final report [whatever the final deliverable is] shall be deemed to have been approved by the College if they do not expressly inform the service provider/consultant/lead consultant/team leader of any comments or delays. New timeframes will then be negotiated between the service provider/consultant/lead consultant/team leader and the Director: Human Resource Management and Administration.

**SPRCIFICATION COMMITTEE:**



Ms. T MOTANG

Chairperson

18/07/2025

DATE



Ms. T MATSEKE

18/07/2025

DATE



Ms. R MATLOU

18/07/2026

DATE



Mr. GK KATHANYA

18/07/2023

DATE



Mr. K MMATLI

2025-07-18

DATE

**APPROVED BY THE PRINCIPAL/ACCOUNTING OFFICER**

**COMMENTS:**



Mr. MD MOHLAMONYANE

NW CET COLLEGE PRINCIPAL

21/07/2025

DATE