



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

North West
Community Education & Training College



INVITATION FOR EXPRESSION OF INTEREST

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A TURNKEY CONTRACTOR FOR
STATE-OF-THE-ART HIGH END 3X YOUTH CENTRIC MULTIFACETED SPORTS
FACILITY.**

RFP NUMBER: NWCETC004/2024

Date issued: 07/08/2024

Closing date and time: 06/09/2024

Bid Validity period: 90 days

TENDER BOX ADDRESS:

Note: All bids must be placed into the tender box at the North West Community Education & Training College's central office at 45 Van Velden Street, Brits, 0250 by no later than 06 September 2024 at 11:00am



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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 the North West 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 from turnkey contractors for the construction of the State-of-the-art 3x Youth Centric Multifaceted Sports Facility.

The request for proposal (RFP) document details and incorporates, as far as possible, the tasks and responsibilities of the turnkey contractor for 3 Community Learning Centres (Taung, Mafikeng and Rustenburg) of the North West Community Education & Training College.

This RFP does not constitute an offer to do business with the North West 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 project aims to establish a State of the Art High-End Youth – Centric Sports Centre to address unemployment, promote skill development, and engage the youth in positive activities. The multifaceted Sports Facility should also play a positive role in:

- Mental Health
- Crime Prevention
- Skills development
- Drug abuse
- Overall health
- Fostering Community Engagement.



3.2 SERVICE REQUIREMENTS/DELIVERABLES

3.2.1 Background And Context

Multifaceted Sports complex

- Develop a state-of-the-art sports facility for youth.
- Focus on skill development, health improvement and community engagement.

3.2.2 Project Objectives

The scope of work includes turn-key design and construction of a state-of art Sports facility, specialized sporting codes i.e. Sporting codes that will cater for different sporting activities.

This project aims to create opportunities for skill development, entrepreneurship, and community Engagement through the establishment of a high – end and a youth -centric sport Centre. By addressing unemployment ,promoting health and well-being and preventing drug abuse, The project seeks to make a positive impact on the community.

3.2.3 Turnkey Contracts

The Turnkey Contracts will be responsible for project implementation and management of conveyancers, consultants, contractors, and other service providers. Their responsibilities will include project planning, design management, procurement, coordination, project monitoring, quality management, claims management and reporting to ensure the timely and successful completion of projects.



3.3 Scope of work

The Turnkey Contract specific scope of work is as detailed below:

- 3.3.1.** Project managing contractors, engineers, architects, quantity surveyors and any other consultants or service providers: The TURNKEY CONTRACTS will be responsible for project management of contractors, engineers, architects, quantity surveyors and any other consultants or service providers who will work on various infrastructure projects.
- 3.3.2.** Monitoring adherence to delivery schedules and cash flows by contractors, engineers, architects, quantity surveyors and any other consultants or service providers: The Turnkey Contracts will monitor the progress of contractors, architects, quantity surveyors and any other consultants or service providers to ensure that they adhere to delivery schedules and cash flow requirements.
- 3.3.3.** Monitoring contractors, engineers, architects, quantity surveyors and any other consultants or service providers on compliance with contractual obligations: The Turnkey Contracts will ensure that contractors, engineers, architects, quantity surveyors and any other consultants or service providers comply with their contractual obligations to ensure the successful completion of infrastructure projects.
- 3.3.4.** Reviewing and approving contractors, engineers, and service provider invoices: The turnkey contracts will review and approve contractors, engineers and service providers invoices to ensure that the work has been completed according to the contract terms, project schedule, and quality requirements.
- 3.3.5.** Deploying an innovative user-friendly project and program management system: The Turnkey Contracts will deploy a project and program management system that is not only innovative, but also easy to use and provides relevant reporting for regional and senior management throughout CATHSSETA.
- 3.3.6.** Introducing a system where CATHSSETA will have access to live dashboards and performance information on projects: The Turnkey Contracts will introduce a live dashboard system that will provide CATHSSETA with access to project performance metrics and key indicators in real-time.
- 3.3.7.** Deploying a live GIS System on all projects under construction: The Turnkey Contracts will deploy a Geographic Information System (GIS) to provide an integrated



and interactive mapping platform that supports decision-making processes for all infrastructure projects.

3.3.8. Appointing professional consultants: If requested by the Client, the Turnkey Contracts shall appoint professional consultants, such as civil engineers, structural engineers, quantity surveyors, electrical engineers, and architects, who will assist in the preparation of all construction documents required to execute infrastructure projects, it shall adhere to the requirements set out in the Public Finance Management Act (PFMA).

3.3.9. Appointing suitable contractors for the execution of the construction works: If requested by the Client, the Turnkey Contracts shall appoint suitable contractors for the execution of the construction works, it shall adhere to the requirements set out in the Public Finance Management Act (PFMA).

3.3.10. Facilitating and assisting with the submission of Infrastructure delivery proposals: The Turnkey Contracts will assist with the submission of infrastructure delivery proposals by various municipalities and other government departments in line with their Infrastructure Delivery Plans.

3.3.11. Identifying project viability and state of readiness: The Turnkey Contracts will work with various municipalities and other government departments to identify project viability and readiness for infrastructure projects.

3.3.12. Engaging with relevant sector partners: The Turnkey Contracts will engage with relevant sector partners, including but not limited to municipalities and other provincial and national sector departments for their contribution and input in current and future infrastructure projects.

3.3.13. Suitability Analysis of Proposals: The Turnkey Contracts will analyse and advise the department on the suitability of infrastructure proposals. This will include assessing the readiness of proposed projects with regards to land, bulk services, and other feasibility imperatives. The Turnkey Contracts will also provide recommendations to ensure the efficient delivery of infrastructure projects.

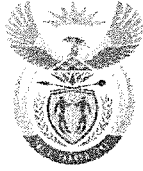
3.3.14. Norms and Standards Research: The Turnkey Contracts will research, collate and recommend inputs to the projects in line with the Norms and Standards. This will



3.3.15. ensure that infrastructure projects are developed in accordance with all standards and regulations.

4. CONTRACTS MANAGEMENT SCOPE WILL ALSO INCLUDE:

- 4.1 Monitoring adherence to delivery schedules and cash flows by contractors, engineers, architects, quantity surveyors and any other consultants or service providers to ensure timely delivery of projects and efficient use of funds.
- 4.2 Ensuring that contractors, engineers, architects, quantity surveyors and any other consultants or service providers adhere to contractual obligations to avoid legal disputes and ensure project quality.
- 4.3 Providing quality assurance by certifying milestones and payment of claims to ensure project deliverables meet quality standards.
- 4.4 Ensuring project inspections for the purpose of quality assurance.
- 4.5 Ensuring consistent compliance with the Quality Assurance Management Framework to maintain project quality.
- 4.6 Ensuring consistent compliance with the Standard Procedure for claims processing and procedures to ensure fair and timely payment of claims.
- 4.7 Processing claims received from contractors, engineers, architects, quantity surveyors and any other consultants or service providers within 30 days to ensure timely payment and avoid delays.
- 4.8 Serving as a full Turnkey Contracts responsible for receiving project funding from CATHSSETA and distributing it to all relevant contractors, engineers, consultants, and other service providers to ensure efficient use of funds.
- 4.9 Advising on the feasibility and sustainability studies of potential or identified future projects to ensure projects are viable and sustainable from feasibility to implementation.
- 4.10 Assisting in conducting projects contract reviews to identify any issues or concerns and address them to ensure project quality.
- 4.11 Developing and implementing a risk management plan to identify, assess, and mitigate potential risks and issues that may impact project delivery, including those related to health and safety, environmental impact, stakeholder engagement, and financial management, to avoid project delays and ensure project quality.



- 4.12 Establishing and maintaining effective communication channels with all stakeholders to ensure project goals and objectives are clearly understood, and all parties are kept informed of project progress to maintain project quality.
- 4.13 Providing support and guidance to municipalities and other government departments in the development and implementation of any of their infrastructure programs, including technical assistance, capacity building, and training to ensure successful project implementation.
- 4.14 Developing and maintaining an effective project management system that includes standardized processes and procedures, project templates, and reporting mechanisms to ensure that all projects are delivered on time, within budget, and to the required quality standards to ensure efficient project management.
- 4.15 Conducting regular project audits and reviews to identify areas for improvement and to ensure that project management processes are being followed, and project goals are being achieved to avoid delays and ensure project quality.
- 4.16 Developing and implementing a sustainability plan for each project that addresses environmental impact, energy efficiency, waste management, and water conservation to ensure sustainable project implementation.
- 4.17 Developing and implementing a community engagement plan that encourages the participation of local stakeholders in project planning and implementation and fosters community ownership and support for the project to ensure successful project implementation.
- 4.18 Provide technical assistance and guidance to contractors and service providers on best practices in infrastructure development, including design, construction, and post-construction maintenance.
- 4.19 Provide regular training and capacity building opportunities to project staff, contractors, and service providers on project management, technical skills.
- 4.20 Develop and implement a quality management plan that includes standards and procedures for ensuring that all project deliverables meet the required quality standards.



5. TECHNICAL MANAGEMENT SCOPE WILL ALSO INCLUDE:

- 5.1 Professional The Turnkey Contracts will have the responsibility of appointing consultants to assist with the engineering and architectural designs of each project. The Turnkey Contracts will work closely with these consultants to ensure that all engineering requirements are met and that projects are completed in accordance with the engineering standards and regulations. The specific scope of work for engineering will also include: \Reviewing engineering and architectural drawings, specifications, and designs for each project to ensure compliance with relevant codes, standards, and regulations. The Turnkey Contracts will also ensure that the designs are constructible, safe, and feasible, taking into account site conditions, local regulations, and the project's budget and timeline
- 5.2 Reviewing bill of quantities (BOQs) and cost estimates for each project to ensure accuracy and completeness. The Turnkey Contracts will also provide guidance on cost-effective solutions to optimize the project's budget without compromising quality and performance.
- 5.3 Providing technical guidance and advice to contractors, engineers, and other stakeholders on engineering issues throughout the project lifecycle. This includes interpreting and clarifying project requirements, resolving technical issues and conflicts, and ensuring that all parties are aware of their roles and responsibilities.
- 5.4 Ensuring that all engineering work is completed in accordance with the relevant engineering standards and regulations, including but not limited to structural, mechanical, electrical, and civil engineering. The Turnkey Contracts will also ensure that all designs are reviewed and approved by relevant authorities and stakeholders as required.
- 5.5 Conducting regular site inspections to ensure that construction work is progressing in accordance with the project schedule and specifications. The Turnkey Contracts will also verify that all work is completed in compliance with the approved design and construction standards, and that any changes or modifications are documented and approved by the relevant stakeholders.
- 5.6 Reviewing engineering and architectural changes and design modifications as required and ensuring that any changes are properly documented and



- 5.7 communicated to all relevant parties. The Turnkey Contracts will also assess the impact of any changes on the project's budget, timeline, and quality, and provide recommendations on how to mitigate any adverse effects.
- 5.8 Conduct quality control checks to ensure that all construction work is completed to the required quality standards. This includes performing regular quality inspections and tests, verifying that all materials and equipment meet the required specifications, and ensuring that all workmanship is of the required standard.
- 5.9 Preparing and submitting engineering reports to CATHSSETA on the progress of each project. The Turnkey Contracts will also prepare regular progress reports for the project team and other stakeholders as required, highlighting any issues or concerns, and providing recommendations for corrective action.
- 5.10 Ensuring that all projects are completed within the approved budget and timelines. The Turnkey Contracts will develop and maintain detailed project schedules, track progress against milestones, and identify any potential delays or cost overruns. The Turnkey Contracts will also provide recommendations on how to mitigate any adverse effects and ensure that the project is delivered within the approved scope, budget, and timeline.

6. PROCUREMENT SCOPE WILL ALSO INCLUDE:

- 6.1 The Turnkey Contracts procurement activities will be carried out in accordance with the procurement policies of the Department and procedures of the PFMA. The specific scope of work for procurement will also include:
- 6.2 The Preparation of Tender Documents: The Turnkey Contracts will be responsible for preparing tender documents for the procurement of services, including engineering services, construction works, and consulting work. The Turnkey Contracts will ensure that the tender documents are comprehensive, clear, and provide sufficient information to enable potential bidders to prepare responsive bids.
- 6.3 The Turnkey Contracts will ensure that all procurement activities are conducted in a fair, transparent, and competitive manner and in compliance with applicable laws and regulations.



- 6.4 The Turnkey Contracts will be responsible for evaluating bids and proposals submitted by potential service providers, appointing them as the Turnkey Contracts.
- 6.5 The Turnkey Contracts will be responsible for managing the contracts awarded, including monitoring the performance of suppliers, ensuring compliance with contract terms and conditions, and resolving any issues that may arise.
- 6.6 The Turnkey Contracts will maintain accurate and up-to-date records of all procurement activities and contracts awarded and will provide regular reports to CATHSSETA on the status of procurement activities and contract performance.
- 6.7 The Turnkey Contracts will ensure that all procurement activities are carried out in an environmentally sustainable manner, and that suppliers are selected based on their commitment to environmental sustainability and social responsibility.
- 6.8 The Turnkey Contracts will manage the budget for each project within the program. The Turnkey Contracts will be responsible for the accurate recording of all project-related expenses and the management of the cash flow for each project. The Turnkey Contracts will be required to ensure that all expenses are within the approved budget and will provide regular reports to CATHSSETA on the financial performance of each project.
- 6.9 The Turnkey Contracts will develop and maintain a detailed project budget for each project, which will include all costs associated with the project, including, but not limited to, engineering fees, contractor fees, materials, equipment, and any other project-related expenses.
- 6.10 The Turnkey Contracts will receive invoices from contractors, engineers, architects, quantity surveyors and any other consultants or service providers for work completed on each project. The Turnkey Contracts will verify that the work has been completed in accordance with the contract terms, project schedule, and quality requirements before approving the invoices.
- 6.11 The Turnkey Contracts will procure all contractors and service provider under the Turnkey Contracts and all contractors and service providers will report directly to the Turnkey Contracts.
- 6.12 The Turnkey Contracts will pay the relevant service provider invoices to the engineers, contractors and all other relevant service providers.



- 6.13 The Turnkey Contracts will maintain accurate and up-to-date financial records for each project and will provide regular financial reports to CATHSSETA on the status of each project's budget.
- 6.14 Turnkey Contracts will provide financial advice and recommendations to CATHSSETA on project-related expenses and will work closely with CATHSSETA to ensure that all projects are completed within budget.
- 6.15 It will not be expected from the Turnkey Contracts to distribute any payments to contractors, engineers, or consultants if the Turnkey Contracts has not yet received the funds from CATHSSETA or other Departments.
- 6.16 **Alternative Funding Mechanisms scope will include:**
- a) If required by the Client to assist, the Turnkey Contracts will collaborate with CATHSSETA and explore alternative funding mechanisms for all infrastructure programs. This may include engaging with banks and other financial institutions in South Africa, as well as international funding institutions, to identify alternative sources of funding that can be used to accelerate the execution of infrastructure projects and ease the burden on the existing national and provincial budgets.
 - b) The Turnkey Contracts will be responsible for preparing funding proposals and business plans for review and approval by CATHSSETA and other relevant stakeholders. This may include conducting feasibility studies, financial modelling, and risk assessments to ensure that proposed funding mechanisms are viable and sustainable. This will also include the drafting of business plans for the consideration of CATHSSETA.
 - c) If deemed necessary by the Client, the Turnkey Contracts will assist in negotiating alternative funding mechanisms with banks and other financial institutions on behalf of CATHSSETA and other Departments for the consideration and approval by CATHSSETA. This may include negotiating loan terms, interest rates, and repayment schedules.
 - d) The Turnkey Contracts will be responsible for managing the disbursement of funds to contractors, engineers, architects, quantity surveyors and any other consultants or service providers in accordance with the terms of any alternative funding agreements.
 - e) The Turnkey Contracts will also be responsible for ensuring that all funding mechanisms are in compliance with applicable laws and regulations.



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- f) The conclusion of the contract for the implementation of the above-mentioned project and the approval of funding for this project is subject to certain suspensive conditions that must be fulfilled, namely:
- Detailed project implementation plan outlining the following:
 - Infrastructure to be completed, including timelines;
 - Infrastructure plans; and
 - Cost amount breakdown & items included in the amount.



7. REQUIREMENTS OF RFP SUBMISSION

7.1 Turnkey Contracts

All Respondent's responding to the submission should be addressing the following (where applicable, the appropriate documents must be attached):

Cover Letter: A professional cover letter that introduces the TURNKEY CONTRACTS firm and highlights its interest in the RFP.

- a) Project and Consulting Team: A detailed description of the project team and professional consulting team, including the roles, qualifications, and experience of each member. The team should include, but is not limited to the following professionals: Principal Program Coordinator, Principal Engineer, Construction Project Manager, Engineering, Senior Admin Officer, Environmental Specialist.
- b) Conveyancer, Civil Engineering, Electrical Engineering, Geotechnical Engineers, Land Surveyors, Quantity Surveyors, Architects, OHS Specialists, Geo Tech

The following information should be submitted for each in-house professional

- Company names and profiles;
 - Company representative's details (including contact details);
 - Company's assigned professionals' CV's, ID's, qualifications and professional registrations;
 - Applicable professional disciplines for which each company is appointed.
- c) Experience of the Turnkey Contracts: A list of the Turnkey Contracts experience in executing any public sector projects. Track record can include, Top Structures and other Infrastructure and Construction projects.
 - d) Turnkey Contracts returnable documents: The Turnkey Contracts must provide the following documents as part of the submission.
 - CSD Registration
 - CIDB Registration: **CIDB grading 9 or Higher, in General Building (GB) or Civil Engineering (CE).** (Should the Respondent not meet this minimum requirement, then such Respondent shall be automatically disqualified)
 - Latest 3 years Audited Financial Statements: Latest annual turnover for the year 2022/2023 should exceed R 50 million. (Should the Respondent not



- meet this minimum requirement, then such Respondent shall be automatically disqualified).
 - Tax Compliant Certificate
 - VAT Registration
 - COIDA Certificate
 - Health and Safety Declaration
 - NHBRC Registration
 - Professional Indemnity
 - Company Registration Documents
 - Geo Tech
 - Shareholding Declaration signed by the accounting officer
 - Directors Identity Documents
 - Municipal Rates and Taxes / Lease Agreement
 - Health and Safety Declaration
 - Company Profile
- e) Project Methodology and Method Statement: An in-depth description of how a typical project of this nature will be managed, from Inception to Close Out.
- f) Procurement Methodology: details of how procurement of Local Contractors, Local Engineers and all other Local Service Providers will be done.
- g) Project Management System: A detailed description of the project management system to be used, highlighting its capabilities and how it will facilitate information access for the Employer.
- h) Impacts Plan: A comprehensive plan addressing the Turnkey Contracts primary economic, social, and environmental impacts, demonstrating their commitment to sustainable development and the well-being of the community.
- i) Empowerment and Local Beneficiation Plan: A robust plan outlining the Turnkey Contracts commitment to promoting the economic empowerment of black individuals, including black women, youth, and persons with disabilities. The plan should also emphasize local beneficiation, ensuring that the project brings tangible benefits to the local community and contributes to socio- economic development.



8. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 12 months. 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 environment and assume operations.

8.1 ECONOMIC EMPOWERMENT AND LOCAL BENEFICIATION

In line with the State's goals to promote economic empowerment of previously and currently disadvantaged populations, the Respondent is similarly required to promote economic empowerment, primarily within the locality of the development, and through the legitimate inclusion of disadvantaged groups in all aspects of planning, delivery and ownership.

8.2 BLACK ECONOMIC EMPOWERMENT

The Respondent shall commit to and ensure that:

- a) A minimum of 30% of the shareholding in the entity proposed to plan, execute and develop the project is held by black persons (black persons as defined in Broad-Based Black Economic Empowerment Amendment Act 2013 (Act No 46 of 2013)), and that such minimum level of ownership by the black persons is maintained throughout the project's lifecycle.
- b) A minimum of 30% of the value of the project shall be procured from black persons or other legal entities owned in majority by black persons (to the extent that the 30% of value is achieved), and that such procurement shall be distributed reasonably across built environment professionals, consultants, construction material suppliers, subcontractors, laborer's, etc., so appointed or procured from, and shall be maintained throughout the project's lifecycle.



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8.3 LOCAL BENEFICIATION

The Respondent shall commit to and ensure that:

Wherever practically possible all goods, services and labour be procured from entities based on the following criteria: in the demarcated wards in which the development is taking place, failing which the local municipality, then district or metropolitan municipality, then province or nationally.



9. CONDITIONS OF CONTRACT

- 9.1 Variations, amendments and additions to the Conditions of Contract as Special Conditions of Contract prescribed by the Employer will be determined for every sub-project. Each of the Special Conditions of Contract shall be cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
- 9.2 The following referenced Engineering and Construction Works Contract may be applicable depending on the nature of the project identified under this Appointment:
- a) Service Level Agreements by CATHSSETA
 - b) General Conditions of Contract for Construction Works (GCC);
 - c) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC / Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract
 - d) JBCC series 2000 Principal Building Agreement or Minor Works Agreement;
 - e) NEC Engineering and Construction Short Contract or NEC Engineering and Construction Contract; or
- 9.3 Any other bespoke conditions of contract that may be agreed upon by the TURNKEY CONTRACTOR and the CATHSSETA.
- 9.4 The standard industry forms of contract shall be used with minimal project-specific variations and additions which do not change their intended usage.
- 9.5 The project involves the implementation of public sector infrastructure projects in the Eastern Cape Province. CATHSSETA will identify infrastructure projects which are part of their project pipeline. The TURNKEY CONTRACTS will execute these identified projects in accordance with the conditions of this contract.



10. THE TURNKEY CONTRACTOR:

Shall upon identification of any project executed through this Proposal determine the total cost of the project for the full execution of the project as specified in "Scope of Works." The TURNKEY CONTRACTS will be entitled to a fixed fee as outlined in Price Offered which will be added to the total cost of the project.

11. THE PROJECT COST

shall be determined by the TURNKEY CONTRACTS for each individual project and presented to the Employer for the approval of such project cost before the TURNKEY CONTRACTS can proceed with the execution thereof.

12. PAYMENT OF WORKS COMPLETED

Shall be certified in accordance with the applicable conditions of the contract for each project and shall be affected by the Employer to the TURNKEY CONTRACTS in accordance with the provisions of the Contract. The TURNKEY CONTRACTS will subsequently make payment to the identified Service Providers responsible for the execution of the works.

13. THE IMPLEMENTATION

Proposal and the execution of the identified projects shall be for a period of 60 months. The agreement will commence upon the date of signing of the Service Level Agreement (SLA) between the CATHSSETA and will be for a period of 60 months. All project-specific Service Level Agreements (SLA) signed during this period shall remain active until the completion date as specified in the project-specific Service Level Agreement (SLA).



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.



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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 North West CETC Community Education & Training College's central office at 45 Van Velden Street, Brits, 0250 on or before the closing date and time. Documents should be submitted during office hours of between 08:00 am and 04:30 pm

Closing Date: 06 Sep 2024 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

8.1 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.

WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA		
NO	DESCRIPTION OF SPECIFIC COMPETENCIES	WEIGHT
1	Qualification of key project team personnel involved on the project, minimum of 5 years of experience. Please attach copies of certificates and CV's	15
	<input type="checkbox"/> Professional Civil Engineer CV(s) attached.	
	<input type="checkbox"/> Professional Architect CV(s) attached.	
	<input type="checkbox"/> Professional Clerk of Works CV(s) attached	
	<input type="checkbox"/> Professional Project Management CV(s) attached	
	<input type="checkbox"/> Professional Electrical Engineer CV(s) attached.	
	<input type="checkbox"/> Professional Structural Engineer CV(s) attached.	
	<input type="checkbox"/> GIS Specialist	
	<input type="checkbox"/> Professional Town Planner CV(s) attached.	
	<input type="checkbox"/> Health and Safety Professional CV(s) attached.	
	<input type="checkbox"/> CV(s) without any attachment of qualifications mentioned above.	
2	All TURNKEY CONTRACTORS must submit CV's, Qualification / Registration Certificates with relevant bodies for the proposed professional teams to be deployed on the project.	20
	TURNKEY Contractors' proven track record on experience in all Public infrastructure and construction projects. This includes completed and active projects.	
	<input type="checkbox"/> Combined Projects Value Exceeds R 60 million and 200	10



	million	
<input type="checkbox"/>	Combined Projects Value Between R 30 million and R 60 million	5
<input type="checkbox"/>	Combined Projects Value Between R 20 million and 30 million	3
<input type="checkbox"/>	Combined Projects Value Between R 0 and R 20 million	2
<input type="checkbox"/>	Combined Projects Value less than R 20 million	0
The TURNKEY CONTRACTOR must submit the contracts or appointment letters for verification purposes. (Any falsified evidence will be subjected to Treasury Investigation that might lead to being blacklisted from doing any business with the state)		
3	Locality of TURNKEY CONTRACTOR (Attach proof of Local Provincial North West Office).	5
4	Approach, methodology and implementation plan	20
5	Procurement Methodology	10
6	Project Management System	10
7	The TURNKEY CONTRACTORs primary (local) economic, social, and environmental impacts plan.	10
8	Empowerment and Local Beneficiation Plan	10
TOTAL POINTS FOR FUNCTIONALITY		100

8.2 PRICE & B-BBEE EVALUATION

- a) 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
- b) 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 BBBEE 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.
 -
 - 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



- d) representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a College;
- e) 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;
- f) 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;
- g) Has in the past engaged in any matter referred to above; or
- h) 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
- b) representation in making an award to a successful bidder and in concluding an agreement with said bidder.
- c) 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)
8	SBD 1
9	SBD2
10	SBD3
11	SBD4
12	SBD 5
13	SBD 6.1
14	SBD 8
15	SBD 9
16	Any disclosure with reference to completed SBD forms, by bidder (if applicable)
17	Proof of registration with Unemployment insurance Fund (UIF)
18	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.
19	Proof of public liability (minimum of R2 million)/ letter of intent from the insurance company to be attached
20	Proof of registration with the registered bargaining council for cleaning/hygiene services
21	Provide a minimum of three (3) contactable references letters on current cleaning projects or executed successfully within the last 5 years.



21. TABLE 1: LIST OF RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS MARKED WITH AN X IN THE YES COLUMN MUST BE COMPLETED AND SUBMITTED WITH THE BID, FAILURE TO COMPLY WITH THE REQUIREMENTS MAY INVALIDED YOUR BID

No	Returnable Document	Yes	No
	RETURNABLES DOCUMENTS FOR EVALUATION PURPOSE		
1	Compulsory Briefing Session Certificate	N/A	
2	Resolution of Board of Directors		
3	Resolution of Directors Enter into Consortia of Joint Venture(s) (if applicable)		
4	Special Resolution of Consortia or Joint Venture(s) (if applicable)		
5	Schedule of Proposed Subcontractors (if applicable)		
6	Capacity of the Respondent		
7	All SBD Standard Bidding Documents (Completed and signed where applicable)		
8	Legal Joint Venture Agreement (if applicable)		
9	Authority to sign on behalf of the bidder on a company letterhead and/or stamped		
10	Central Supplier Database (CSD) Report or Number		
12	Company Registration documents		
13	Certified Identity Documents of company Directors or Shareholders		
14	Tax compliance Certificate		
16	Detailed company profile		
17	CV's, Qualification, and professional registration certificates of project team personnel involved on the project		
18	Confirmation of NHBRC Registration and NHBRC Registered Engineer (Active)		
19	Summary of verifiable previous projects and reference letters with contact details on a company letterhead and/or stamped		
20	Financial Statements: Latest annual turnover for the year 2022/2023 should exceed R 20 million. (Should the Respondent not meet this minimum requirement, then such Respondent shall be automatically disqualified)		
21	Form of Offer (Fully completed and signed)		



higher education
& training
Department
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

North West
Community Education & Training College



SPECIFICATION COMMITTEE:

Ms L MAINE
(CHAIRPERSON)

31/07/2024
Date

Ms L Shisari

31/07/2024
Date

Ms A LELAKA

31/07/2024
Date

Ms S MASEKO

31/07/2024
Date

Ms K MOHLALA

31/07/2024
Date

**APPROVAL BY THE PRINCIPAL/ACCOUNTING OFFICER
COMMENTS:**

The recommendation for the appointment
of Turkey contractor is approved, i.e. for the
soliciting of proposal for the construction of 800
of new and 3X youth Centric Multifaceted
Sport facilities

MR. MD MOHLAMONYANE
NW CET COLLEGE PRINCIPAL

31/07/2024
DATE