

**SOUTH CAPE TVET COLLEGE (SCTVETTC)**  
**Herein referred to as SCTVETTC**  
**REQUEST POTENTIAL BIDDERS FOR PROPOSALS (RFP)**  
**REQUEST FOR PROPOSAL**

**Description of Tender: THE SUPPLY, DELIVERY AND INSTALLATION OF BACKUP  
POWER FOR BEAUFORT WEST, OUDTSHOOM AND GEORGE CAMPUS (EASTIMATED  
CIDB GRADING OF 4EB OR HIGHER)**

**Tender No. : PU2611/027**

Prospective Suppliers who are interested in participating in the aforementioned tender are invited to submit a proposal in full compliance to the requirement of this tender document. Completed documents with all attachments must be signed and submitted on the PURCO SA Website.

Proposals in response to **PU2611/027 THE SUPPLY, DELIVERY AND INSTALLATION OF  
BACKUP POWER FOR BEAUFORT WEST, OUDTSHOOM AND GEORGE CAMPUS**

The closing time and date for receipt for online tender **PU2611/027** is at 11h00 on Thursday, 08 August 2024.

<b>Tender number</b>	<b>PU2611/027</b>
<b>Date issued</b>	<b>08/08/2024</b>
<b>Tender closing date</b>	<b>30/08/2024 (30 August 2024) 11h00 on Monday</b>
<b>Compulsory Information Session</b>	<b>13/08/2024 (13 August 2024) Time 11h00 am 125 Mitchell Street Central Office and 14 August 2024 at 10h00 Voortrekker Street, Oudtshoom Campus and 13h00 De Vries Street in Beaufort West Campus</b>

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

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## **1. INTRODUCTION**

### **1.1 OVERVIEW**

#### **1.1.1 WHO IS PURCO SA?**

PURCO SA – the Purchasing Consortium Southern Africa NPC – is a group-purchasing organisation for Higher Education Institutions with 62 Members consisting of all 26 South African Public Universities, 11 Associate Members and 25 TVET Colleges.

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

#### **1.1.2 WHAT DOES SCTVETTC AIM TO DO?**

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

#### **1.1.3 WHAT IS SCTVETTC LOOKING FOR?**

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

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

#### **1.1.4 SUMMARY OF KEY MATTERS FOR CONSIDERATION BY POTENTIAL SUPPLIERS**

Key matters for consideration by Suppliers include:

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

## **1.2 PURPOSE AND OBJECTIVE OF THE RFP**

### **1.2.1 PURPOSE**

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

### **1.2.2 HOW AGREEMENT IS TO BE FORMED**

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

## **1.3 EVALUATION CRITERIA**

### **1.3.1 OBJECTIVE**

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

### **1.3.2 TOTAL COST**

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

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

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

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

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

### **1.3.3 COST TRANSPARENCY**

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

### **1.3.4 SUPPLIER CAPABILITY**

SCTVETTC will assess Supplier capability based on SCTVETTC'S experience and information provided by Suppliers in response to this RFP.

### **1.3.5 ADDITIONAL INITIATIVES**

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

### **1.3.6 EMPOWERMENT**

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

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

### **2.1 PROPOSAL TERMS**

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

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

#### **2.1.1 ACCEPTANCE OF PROPOSAL AT SCTVETTC’S DISCRETION**

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

#### **2.1.2 CONFORMANCE**

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

#### **2.1.3 COVERAGE**

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

#### **2.1.4 REQUIREMENTS FOR ADDITIONAL INFORMATION**

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

#### **2.1.5 COSTS**

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

### **2.1.6 SUBMISSION VALIDITY**

Each Proposal submitted by a Supplier must remain valid for a period of 90 days from the required date of submission.

### **2.1.7 SUPPLIER'S ACCEPTANCE OF TERMS & CONDITIONS**

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

A person fully authorized to commit the Supplier to the terms and conditions must sign the Proposal set out in this RFP. SCTVETTC is entitled to assume that there is full authority in the signatory of the person.

## **2.2 PRICING TRANSPARENCY**

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

## **2.3 MONTHLY SALES REPORT**

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

## **2.4 SERVICE FEE**

The Service Provider must provide for a 2% service fee calculated on the total value of each invoice issued by the Service Provider for or otherwise relating to supply of goods and/ or performance of the services to the Member (including any additional/ ad hoc goods supplied or services rendered), payable to PURCO SA on submission of the relevant invoice to the Member.

In the event that the Service Provider is requested to supply any goods or service to the Member related in any way to this contract, it is deemed that such services will be regarded as ad-hoc and / or additional services to the contract. Therefore, the service provider is liable to pay the service fee.



The PURCO SA Membership may procure through this agreement in their individual capacity in accordance with their respective procurement policies e.g. procuring through this contract directly and/or procuring through a RFP or a RFQ using the appointed panel of the suppliers under this contract. Therefore, the appointed service provider (s) will be liable to pay the service fee.

The Service Provider is required to send a copy of the monthly invoice, statement and spend report where applicable to both PURCO SA and the Member. PURCO SA shall thereafter invoice and collect the service fee from the Service Provider based on the total invoice value which is payable to PURCO SA within 30 days of the date of statement.

The Service Provider will be liable for interest on all overdue accounts exceeding 30 days at a rate of 2% per month.

## **2.5 Right to Offset**

The supplier acknowledges and agrees to provide consent to the Membership to withhold and offset any outstanding amounts owed under this agreement.

In the event that the supplier fails to fulfil its payment obligations to PURCO SA under this agreement and incurs an outstanding balance, the Membership reserves the right to offset any such amounts owed by the supplier against any outstanding amounts that the Membership owes to the supplier under this agreement or any other related agreements. The supplier hereby consents to such offset and acknowledges that the Membership may withhold and apply the owed amounts towards the outstanding balance without further notice or consent. The offset shall be carried out in a reasonable and fair manner, and any remaining balance, if applicable, shall continue to be owed by the supplier.

## **2.6 PURCO SA REPRESENTATIVE**

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

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

<b>Contact Person</b>	
Name & Surname	Stephen Preston
Telephone number	011 545 0961or 083 967 6022
Facsimile	011 312 8241
E-mail address	<a href="mailto:stephen.preston@purcosa.co.za">stephen.preston@purcosa.co.za</a>

## 2.7 QUESTIONS AND CLARIFICATIONS

All questions regarding this RFP must be directed to the PURCO SA Representative by email. Questions must not be submitted by telephone. PURCO SA will accept written questions regarding this RFP up to 23/08/2024 at 16h00.

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

All questions must include:

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

### RFP Schedule of Dates

Date	Action
08/08/2024	RFP released to potential Suppliers
13/08/2024	Information Session by 11h00
23/08/2024	Last Day for submission of questions and clarification
30/08/2024	Submission of Proposal by 11:00 hrs
Soonest	Proposed Contract Implementation

## 2.8 RFP FORMAT

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

## 2.9 DELIVERY INSTRUCTIONS

All Suppliers must submit their responses in the following format:

<b>Description</b>	<b>Requirement</b>
RFP Document	A duly authorised representative must initial each page and the declaration signed in full.
Completed technical specifications and pricing	Provide full priced BOQ
Proof of Bank Account	Cancelled cheque or signed letter from bank
Company registration documents	Company registration documents
Tax Pin	An original valid Tax Pin
BBBEE certification	A valid BBBEE certificate from a SANAS accredited agency or Auditor registered with the IRBA
Audited Financial Statements/ Management Accounts	Provide Audited Financial statements or Management accounts for the last 2 Years
Declaration of Interest	Please sign point 9 of this tender document
OEM	The bidder must provide with an accredited certification / competency certificate and/or recommendation letter from the original equipment supplier (OEM) stating that the bidder has in the past 12 months successfully supplied, installed, and commissioned the supplier's equipment
Registration National Treasury (CSD)	Provide a copy of the full report of registration on National Treasury Central Supplier Database.
CIDB grading 4EB or Higher	Submit valid proof of CIDB grading 4EB or higher

The response deadline is **30/08/2024 at 11:00 hrs**. Only responses to this RFP received by due date and time will be considered. No exceptions will be considered.

## **2.10 ADDITIONAL SUPPLIER INFORMATION**

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

## **2.11 ACKNOWLEDGMENTS AND DISCLAIMERS**

### **2.11.1 NON-BINDING**

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

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

### **2.11.2 ACCURACY OF INFORMATION**

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

### **2.11.3 NEGOTIATIONS**

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

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

### **2.11.4 SCTVETTC'S USE OF INFORMATION**

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

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

## **2.11.5 INFORMATION PROVIDED BY SCTVETTC**

Copyright in this RFP is reserved exclusively to SCTVETTC.

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

## **2.11.6 SUPPLIER'S ACKNOWLEDGMENTS**

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

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

- j) If the Supplier decides not to submit a Proposal, or at any time discontinues for any reason (including as a result of any action of SCTVETTC) its participation in this RFP process or subsequent discussions or negotiations, the Supplier must promptly return this RFP (and destroy any copies which it has made) to SCTVETTC together with any other documents or other material relating to the service procurement that contains, embodies or might reveal Information.

## **2.11.7 PUBLIC ANNOUNCEMENTS**

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

## **3. SUPPLIER CAPABILITY**

### **3.1 SECURITY OF SUPPLY**

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

## **4. PROPOSED PRICING**

### **4.1 INTRODUCTION**

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

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

### **4.2 PRICING TABLE – INSTRUCTIONS – PRICE AS PER DESIRED LAYOUT**

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

Please note that all the prices reflected in BOQ shall,

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

### **4.3 PRICING TABLE, SPECIFICATION AND ESTIMATED VOLUME/ QUANTITY**

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

#### **4.4 DOUBLE COUNTING**

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

#### **5. PRICING**

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

##### **5.1 PAYMENT TERMS**

Payment terms are within 30 days from date of statement.

##### **5.2 CONTRACT LENGTH**

This is a Once off contract.

Type of Contract

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

#### **6. REQUIRED PROPOSAL LAYOUT**

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

#### **7. TECHNICAL SPECIFICATION**

SCTVETTC has included specification and estimate volumes / BOQ) to assist suppliers in pricing. Refer to BOQ and specification.

#### **8. EVALUATION PROCESS**

##### **8.1 AIM OF EVALUATION**

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

##### **8.2 EVALUATION CRITERIA**

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

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

##### **8.2.1 PRE-QUALIFICATION/MANDATORY INFORMATION REQUIREMENT**

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

<b>Description</b>	<b>Requirement</b>	<b>Circle yes if submitted</b>	
RFP Document	Each page of the RFP document to be initialled by a delegated representative	Yes	No
Completed technical specifications and pricing	A signed copy of the print out of each page of the electronic document	Yes	No
Proof of Bank Account	Cancelled cheque or signed letter from bank	Yes	No
Company registration documents	Company registration documents	Yes	No
Tax Pin	An original valid Tax Pin	Yes	No
BBBEE certification	A valid BBBEE certificate from a SANAS accredited agency or Auditor registered with the IRBA	Yes	No
Audited Financial Statements/ Management Accounts	Provide Audited Financial statements or Management accounts for the last 2 Years	Yes	No
Declaration of Interest	Please sign point 9 of this tender document	Yes	No
OEM	The bidder must provide with an accredited certification / competency certificate and/or recommendation letter from the original equipment supplier (OEM) stating that the bidder has in the past 12 months successfully supplied, installed, and commissioned the supplier's equipment	Yes	NO
Registration National Treasury (CSD)	Provide a copy of the full report of registration on National Treasury Central Supplier Database.	Yes	No
CIDB grading 4EB or Higher	Submit valid proof of CIDB grading 4EB or higher	Yes	No

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



## 8.2.2 STAGE 1: EVALUATION OF FUNCTIONALITY

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

FUNCTIONALITY CRITERIA		POINTS ALLOCATED
<b>Company Experience</b> Provided a minimum of five (5) acceptable and relevant references for projects of similar work (each project to be supported with proof of appointment letter/contract, completion certificates or a reference letter and contactable references). <b>NOTE:</b> The reference letter must contain the following details <ul style="list-style-type: none"> <li>Project description</li> <li>Starting date and completion date</li> <li>Value of the project</li> <li>Employer</li> </ul>		
<b>Five (5)</b> acceptable and relevant references provided. To score points, proof of appointment letter/contract, completion certificate and contactable references specific to each project referenced must be provided.	= 25 Points	<b>25</b>
<b>Four (4)</b> acceptable and relevant references provided. To score points, proof of appointment letter/contract, completion certificate and contactable references specific to each project referenced must be provided.	= 20 Points	
<b>Three (3)</b> acceptable and relevant references provided. To score points, proof of appointment letter/contract, completion certificate and contactable references specific to each project referenced must be provided.	= 15 Points	
<b>Two (2)</b> acceptable and relevant references provided. To score points, proof of appointment letter/contract, completion certificate and contactable references specific to each project referenced must be provided.	= 10 Points	
<b>One (1)</b> acceptable and relevant references provided. To score points, proof of appointment letter/contract, completion certificate and contactable references specific to each project referenced must be provided.	= 05 Points	
<b>Zero points will be allocated if no letter of appointment/ contract and no successful completion certificate or reference letter with contactable references have been provided.</b>		
<b>Points will only be allocated after telephonic or email verification</b>		
<b>Key staff skills and experience (electrical or mechanical technicians)</b> A concise CV indicating key staff's relevant experience to the scope of works. Proof of qualification and trade test must accompany each key staff member's CV <b>Points Allocation:</b>		<b>30</b>
<b>Head of Operations</b> ((Minimum 5 years' experience in electrical or mechanical engineering sphere) Electrical/mechanical technician with registration with relevant body <b>Operations Manager</b> (Minimum 5 years' experience in electrical or mechanical engineering sphere) Electrical/mechanical technician with registration with relevant body <b>15 Points will be allocated if only one CV is provided</b>	= 15 Points = 15 Points	
<b>Project Execution Plan (PEP)</b> Provide a detailed technical proposal or methodology to indicate how they will deliver on the requirements as set out by South cape TVET College in the specifications document		<b>30</b>
- Tasks	= 10 Points	
- Duration and Milestones	= 10 Points	
- Responsibilities	= 10 Points	
Non-compliance with the above	= 00 Points	
<b>Plant and Equipment:</b> The contractor is to provide proof of capacity and/or access to plant and equipment.		<b>15</b>
Attach a list of your asset register and indicate where its owned and/or proof of written agreement/ commitment for leasing with external service provider)	= 15 Points	
<b>Total Points</b>		<b>100</b>

### 8.2.3 STEP 1: REFERENCES TABLE

The references to be provided must be relevant to the current tender bidding for. The letters should be on an official letterhead from your Client with the name of their business mentioned on the letterhead. The contracts should be within the past 5 years.

#### FUNCTIONALITY CRITERIA

#### COMPLETION CERTIFICATE ONE (1)

**COMPLETE TABLE IN FULL BELOW (COMPULSORY)**

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

**FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION**

## FUNCTIONALITY CRITERIA

### COMPLETION CERTIFICATE TWO (2)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

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

**FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION**

## FUNCTIONALITY CRITERIA

### COMPLETION CERTIFICATION THREE (3)

COMPLETE TABLE IN FULL BELOW (COMPULSORY)

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

**FAILURE TO PROVIDE RELEVANT PROOF WILL RESULT IN ZERO POINT ALLOCATION**

#### 8.2.4 STEP 2: FUNCTIONALITY TABLE

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

#### 8.3 STAGE 2: PRICE AND BBEE

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

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

##### 8.3.1 STEP 1: CALCULATION OF POINTS FOR PRICE

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

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

Where

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

Pt = Comparative price of tender under consideration.

Pmin = Comparative price of lowest acceptable tender.

##### 8.3.2 STEP 2: BBEE LEVEL OF CONTRIBUTION

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

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

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

### 8.3.3 STEP 3: FINAL SCORE

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

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

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

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

## 9. DECLARATION OF INTEREST

I, the undersigned

---

From (Name of Supplier)

---

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**Signature and Capacity**

**Initials and Surname**

## GENERAL TERMS AND CONDITIONS OF THE TENDER

### 10. ESCALATION MECHANISM

**10.1** Escalation of prices, SCTVETTC is expecting no escalation for the contract period

**10.2** Any escalation in prices will be considered only under exceptional circumstances and upon a detailed breakdown of the various cost components and the percentage each cost component contributes to the total selling price.

**10.3** SCTVETTC reserves the right to accept price increases or to terminate the contract in part or in whole.

**10.4** No price increase with retrospective effect shall be considered.

**10.5** Any application for a price increase shall only become effective if approved by SCTVETTC provided that a minimum period of 30 (thirty) days from date of application is required before any price increase may become effective.

### 11. PRICE OFFER AND ADJUSTMENTS

**11.1** Prices quoted must be valid up to the conclusion and final award of the tender and thereafter remain fixed for a period of 48 months from the effective date of the contract-

**11.2** Is the contract price firm for the duration of the contract period?

YES

NO

Please indicate the applicable block with ✓

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

**Factors that contribute to any price escalation.**

Cost Components	Weighting



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

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

\_\_\_\_\_

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

- b) Frequency of Escalation: \_\_\_\_\_

- c) Any Statutory Related Price Adjustment \_\_\_\_\_

- d) Price Formulas: \_\_\_\_\_

- e) References to Indices: \_\_\_\_\_

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

## 12. TENDER FORM, IMPORTANT CONDITIONS & MISCELLANEOUS REQUIREMENT

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

**12.2** I/We agree that:

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

-----  
-----  
-----  
Are you duly authorized to sign Declaration of Interest: Acknowledgement of the tender?

**\*YES / NO**

Has the Declaration of Interest been duly completed and signed?

**\*YES / NO**

*\*Delete whichever is not applicable*

**SIGNATURE (S) OF TENDER OR ASSIGNEE(S)** .....

**DATE:** .....

Please complete the following in block letters

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

-----

Name of Service Provider .....

Postal Address .....

Telephone number(s) (Toll free if applicable) .....

Facsimile number(s) .....

Email Address(s) .....

Tender Number .....

Name of contact person .....

### 13. ACKNOWLEDGEMENT OF TENDER

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

**13.2** Name of Service Provider: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **14. SUPPLIER DEVELOPMENT**

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

Supplier Development can be in the form of:

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

## GENERAL CONDITIONS OF CONTRACT

### PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

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

1.

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

2.

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

3.

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

4.

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

5.

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

6

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

7

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

8

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

9

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

10

Where applicable, SCTVETTC reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	<b>Accept</b>	<b>Do not accept</b>

11

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

12

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

13

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

14

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

15

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



16

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

17

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

18

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

19

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

20

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

21

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

22

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

23

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

24

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

25

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

26

Should the evaluation of this bid not be completed within the validity period of the bid, SCTVETTC has discretion to extend the validity period.	<b>Accept</b>	<b>Do not accept</b>

27

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

28

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